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Anyone

You

Others



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2020 ▼

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

March 24 -  



ASHEVILLEBLADE.COM

## The evil at No Evil Foods |

While managers and office staff isolate, union-busting  
No Evil Foods coerces workers and puts the  
community at risk during a pandemic

(b) (6), (b) (7)(C)(b) (6), (b) (7)(C)

and 2 others

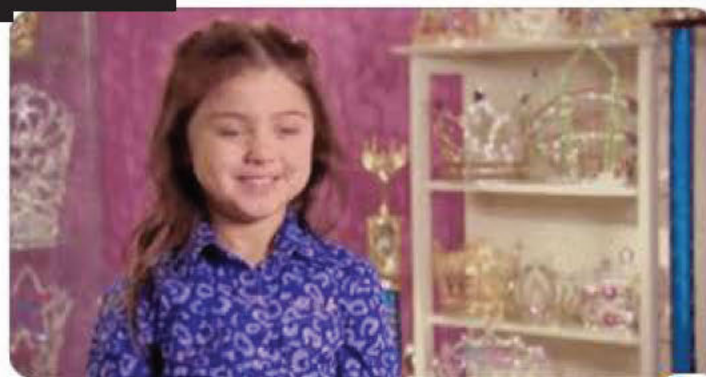
2 Comments 1 Share

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(b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)





 (b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)  
April 2 · 🌐

Dear (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)


The COVID-19 outbreak is widening and the number of infected are rising. As such, we the undersigned are respectfully asking for reconsideration regarding the "90 days of perfect attendance" policy before we are able to receive hazard pay.

Our warehouse is small, our gowning rooms are narrow, our production floor is confined. The very nature of our job often requires us to work side-by-side, either when we're working on the machines, assisting with a team lift, stacking pallets, etc.

Each day we come to work, we are risking the health of ourselves, our families, and our neighbors. The hazard isn't waiting 90 days to appear; the hazard is here now, every day.

As valued employees part of the No Evil Foods family, we the undersigned are respectfully asking for stipulations to be removed on receiving hazard pay and for the policy to go into effect immediately.

Sincerely, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)




**(b) (6), (b) (7)(C)**


Party for Socialism and Liberation - Asheville  
April 2 · 🌐

This week workers @NoEvilFoods started a petition with a demand to receive hazard pay.


create 🧑🏻‍🦱 🗨️ 🔔 ? ⋮



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e need



CART...

Posted By

Anyone

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Date Posted

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(b) (6), (b) (7)(C)

January 25

next time your boss tells  
you to "work as a team"  
start a union

Union Proud Union Strong

January 22

Like Page

From an International Brotherhood of Electrical Workers apprentice



(b) (6), (b) (7)(C)

and 39 others

4 Comments 8 Shares



Like



Comment



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(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Like · Reply · 14w

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) organizes coworkers to form a union telling (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) said they needed to work as a team 😊

Love · Reply · 14w

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 😊

Like · Reply · 14w

(b) (6), (b) (7)(C)

Write a reply...



(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

## **SEPARATION AND RELEASE AGREEMENT**

THIS SEPARATION AND RELEASE AGREEMENT is made and entered into, by and between [REDACTED] ("Employee"), a citizen and resident of [REDACTED] County, and No Evil Foods, Inc. ("No Evil"), a duly organized and existing corporation. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee hereby agrees as follows:

1. Employee submitted an immediate notice of resignation from employment No Evil effective [REDACTED]. Therefore, No Evil will accept Employee's resignation effective immediately and Employee's last day of active employment will be March 20, 2020. As of that date Employee had no authority as an employee of No Evil.
2. In consideration for Employee's execution of this Agreement and for Employee's continued compliance with the terms and conditions contained herein, No Evil will pay to Employee as severance the amount of [REDACTED] (\$ [REDACTED].00) representing three (3) weeks of Employee's gross wages for the aforementioned notice period. As further consideration for this Agreement, No Evil will pay to Employee any accrued but unused PTO. The amount of PTO owed is [REDACTED] days, equivalent to \$ [REDACTED]. Employee understands that there shall be deducted from the above described payment(s) such sums as required by applicable federal and state laws for tax withholding, social security, and other required withholdings. The aforementioned payment(s) will be made to Employee on No Evil's first regularly scheduled pay day after Employee's execution of this Agreement.
3. Other than the payment and consideration in accordance with Paragraph 2 above, No Evil shall have no obligation to make any payments to or transfers for the benefit of Employee or to provide any benefits of any kind available to employees of No Evil, and Employee expressly releases No Evil of and from any obligation to make any other payments or provide any benefits related to Employee's employment by No Evil.
4. Employee, for himself and his heirs, executors, administrators, successors, and assigns (collectively referred to hereafter in this Agreement as "Releasors"), hereby releases, acquits and forever discharges No Evil, together with any affiliated or subsidiary corporations, and their respective present and former officers, directors, trustees,



employees and agents (collectively referred to hereafter in this Agreement as “Releasees”), and their respective executors, administrators, successors and assigns, of and from any and all claims and alleged claims by Releasors, whether or not previously asserted, against Releasees. This release specifically includes all claims by or on behalf of Releasors against Releasees, together with any and all claims which might have been asserted by or on behalf of Releasors against Releasees in any suit, claim, or charge, on account of any matter or things whatsoever up to and including the date of the execution of this Agreement including but not limited to claims under Title VII of the Civil Rights Act of 1964, the Occupational Safety and Health Act, the National Labor Relations Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the National Labor Relations Act, and the North Carolina Wage and Hour Act, and the North Carolina Retaliatory Employment Discrimination Act.

5. Employee agrees that by March 20, 2020, they will return to No Evil all files, documents, keys, and any other materials belonging to No Evil. The parties acknowledge that Employee has already removed all personal property from No Evil.
6. Employee will not, directly or indirectly, make or publish any disparaging remarks to anyone (specifically including but not limited to parties with a business relationship with Releasees) about or regarding any of Releasees (without justification) nor shall Employee disclose or discuss, directly or indirectly, with anyone (specifically including but not limited to parties with a business, sponsorship, or other financial relationship with No Evil or any of the Releasees) any of the alleged facts leading to Employee’s resignation from employment with No Evil.
7. Employee agrees that, except as otherwise required by law, he will keep the terms and amount of this Agreement strictly confidential, and that neither this Agreement nor any of its terms shall be disclosed or publicized to any person, firm or entity, including but not limited to the press or media. Notwithstanding such confidentiality requirements, Employee may disclose this Agreement and its terms to a court of law to enforce the terms of this Agreement and Employee may disclose this Agreement and its terms to his outside accountants as necessary in the preparation of normal financial statements and tax returns. Employee understands and acknowledges that this confidentiality provision is reasonable and necessary to protect the legitimate interests of No Evil and the Releasees

and any violation of this provision will result in immediate and irreparable harm to No Evil and the Releasees for which a remedy at law is inadequate. Employee therefore agrees that, in the event he breaches the confidentiality provisions of this Agreement, No Evil shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, in addition to any other rights or remedies available at law. In addition, Employee acknowledges that he has held positions of trust and confidence with No Evil, and that during the course of his employment he has received or been exposed to material and other information concerning its customers or clients; its policies, practices and procedures; its recipes; its sales, marketing and financial information; and other information which is proprietary in nature, confidential to No Evil, and not generally available to the public or to No Evil's competitors, and which, if used or divulged against No Evil's best interests would irreparably damage its ability to compete in the marketplace ("Confidential Information"). Employee further agrees not to possess, use or disclose to any person or entity any Confidential Information without the prior, written consent of No Evil, or except as may be required by court order, statute, law or regulation.

8. Non-solicitation of Employees: Employee agrees that for a period of twelve (12) months following the termination of Employee's employment, Employee shall not directly, or indirectly recruit, attempt to recruit, or participate in the recruiting, of any other employee of No Evil with whom Employee became familiar as a result of Employee's employment, nor will Employee take any steps to encourage such a person to leave employment with No Evil or to otherwise engage in employment in competition with No Evil.
9. Notice of Immunity Under the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:
  - (a) The Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

- (b) If the Employee files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, the Employee may disclose the Employer's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.
10. Challenge to Validity, Truthful Testimony Under Oath and Cooperation with Government Agency: Nothing in this Agreement (a) limits or affects your right to challenge the validity of this Agreement; (b) interferes with your right and responsibility to give truthful testimony under oath; or (c) precludes you from participating in an investigation, filing a charge, or otherwise communicating with the Equal Employment Opportunity Commission or state agency responsible for enforcing anti-discrimination laws. However, you promise never to seek or accept any damages, remedies or other relief for you personally with respect to any claims released in this Agreement.
11. This Agreement is not to be construed as an admission of liability on the part of No Evil.
12. All references in this Agreement to he or she shall be interpreted to include she or he.
13. Employee represents that no promise, inducement or agreement not herein expressed has been made to her, and that this Agreement is the entire agreement between the parties.
14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
15. This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the state of North Carolina.
16. Employee acknowledges that he has carefully read this Agreement and knows and understands its contents. Employee further certifies that his signing of this Agreement acknowledges her intent to be bound by the provisions of this Agreement.

\_\_\_\_\_  
[SEAL]

\_\_\_\_\_  
Date



#noevilfoods

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LOCATION

DATE POSTED

April 2 ·

Dear (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

The COVID-19 outbreak is widening and the number of infected are rising. As such, we the undersigned are respectfully asking for reconsideration regarding the "90 days of perfect attendance" policy before we are able to receive hazard pay.

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Each day we come to work, we are risking the health of ourselves, our families, and our neighbors. The hazard isn't waiting 90 days to appear; the hazard is here now, every day.

(b) (6), (b) (7)(C) valued employees part of the No Evil Foods family, we the undersigned for stipulations to be removed on receiving hazard pay and for the (b) (6), (b) (7)(C) to go into effect immediately. (b) (6), (b) (7)(C)

Sincerely, (b) (6), (b) (7)(C)

Party for Socialism and Liberation - Asheville

April 2 ·

This week workers @NoEvilFoods started a petition with a demand to receive hazard pay. Word got to upper management & even just the whisper of workers uniting over an issue made them cede to \$2.25/hr hazard pay with no stipulations for 60 days! This is the power of workers organizing. Even this small victory is a crucial step to building



March 23 · 🌐

The company is now hiring workers to replace those forced to resign due to concerns for their families & their own health.



LIBERATIONNEWS.ORG

Workers at 'No Evil Foods' on conditions during COVID-19 pandemic...

173

People Reached

115

Engagements

Boost Post



4

6 Shares



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#noevilfoods

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 **Party for Socialism and Liberation - Asheville**  
March 31 · 🌐

On March 19, management at #NoEvilFoods gave their factory production employees 24 hours to decide on whether they'd continue working for the company, quit with the option to possibly return in the future, or quit with a 3-weeks pay severance package and no option to ever return.

The company also rolled out a policy of providing 10 days paid sick leave for COVID-19, but only with a doctor's note. Health officials have repeatedly warned the public to avoid going to the doctor unless absolutely necessary in order to avoid possibly spreading the virus.

Many workers who decided to leave didn't have an actual choice, such as those with immune disorders, those living with the elderly, or those with other health conditions.

Those who stayed were given the option to receive temporary #HazardPay, but with a catch: they could only receive it after having perfect attendance for 90 days. No call-outs. No being a few minutes late. No family emergencies. No exceptions. Late once, no hazard pay.

While "non-essential" office staff work safely from home, production employees have been provided with boxes of masks and sanitizer stations. Social distancing is barely enforced - and may not even be possible given the small production area and the nature of working with machines, which often requires multiple operators.

If "essential" production workers at No Evil Foods are going to be putting themselves, their families, and their community at risk 40 hours a week, why aren't they being guaranteed immediate hazard pay? The hazard isn't in 90 days; the hazard is NOW, and workers should be paid as such.

Please show solidarity and tell #NoEvilFoods that their factory workers should receive IMMEDIATE hazard pay!

Facebook: [facebook.com/noevilfoods](https://facebook.com/noevilfoods)  
Twitter: [twitter.com/noevilfoods](https://twitter.com/noevilfoods)  
Phone: 828-367-1536  
General: [General: \(b\) \(6\), \(b\) \(7\)\(C\)@noevilfoods.com](mailto:(b) (6), (b) (7)(C)@noevilfoods.com)  
[\(b\) \(6\), \(b\) \(7\)\(C\)@noevilfoods.com](mailto:(b) (6), (b) (7)(C)@noevilfoods.com)

IMMEDIATE HAZARD PAY





Posted By

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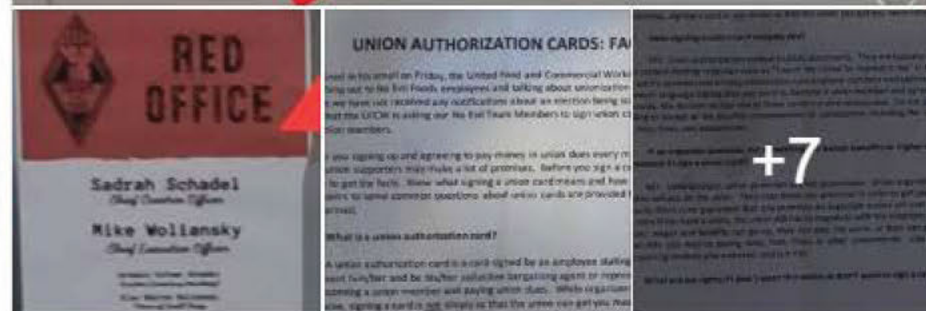
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Date Posted

2020 ▼

(b) (6), (b) (7)(C); (b) (6), (b) (7)(C)

February 12 - 🌐 ▼



Asheville Solidarity Network

February 12 · 6

Did you think No Evil Food was a responsible local business that supports its workers??

**NOPE.** Workers are engaged in a union drive and the bosses are doing dirt...

[See More](#)

(b) (6), (b) (7)(C); (b) (6), (b) (7)(C)

and 1 other

1 Comment 1 Share



Posted By

Anyone

You

Others

Tagged Posts

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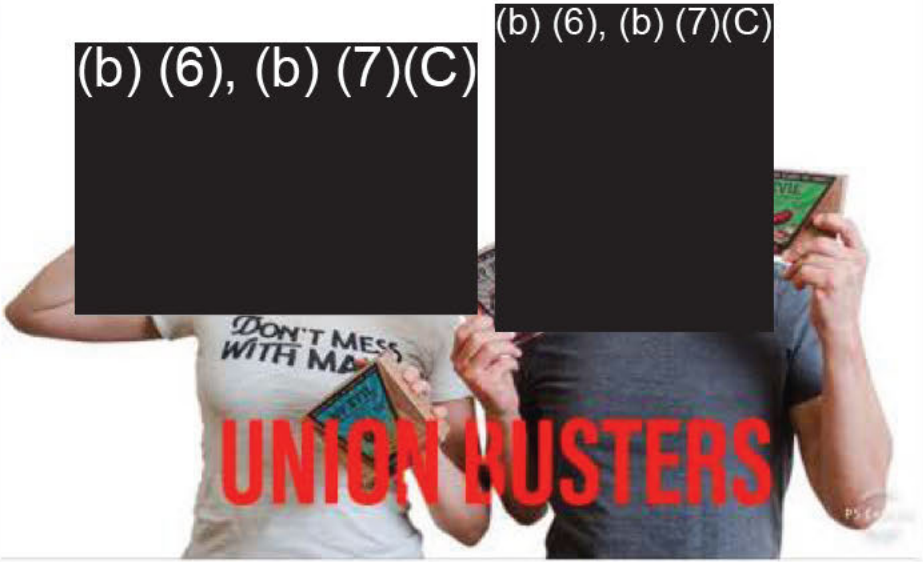
Date Posted

2020 ▼

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

February 26 - 1



Asheville Solidarity Network

February 25 - 1

Attention—for immediate release: \*No Evil Foods hired paid union busting consultants—lawyers who would advise owners on how to impede a employee union drive tha...  
[See More](#)



(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

and 3 others

2 Shares



Like



Comment



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(b) (6), (b) (7)(C)

Write a comment...





No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 1



**From:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)@noevilfoods.com>  
**Sent:** Thursday, February 13, 2020 4:10 PM  
**To:** Company Wide  
**Subject:** \*\*\*PLEASE READ\*\*\* Election Results

To our No Evil Foods Team:

This afternoon, the National Labor Relations Board conducted a secret ballot election at No Evil Foods. Our Team voted **overwhelmingly against** the UFCW coming in to our company. The final vote tally was **43 to 15.**

On behalf of the entire leadership team, I want to extend our gratitude to all of you. Your attention and patience during this time has been nothing short of remarkable. These past few weeks have been challenging, regardless of how you voted or otherwise felt on the subject, but you have all been engaged and thoughtful. Folks on both sides have asked smart questions and made good points, and we are so fortunate to have such a strong and diverse team.

And, I personally want to thank you. Thank you for the confidence that you have shown in me. I will do everything possible to earn your trust. (b) (6), (b) (7)(C) and I are humbled by your vote, and we know what a difficult decision you faced. We know we've made mistakes along the way and we've heard your voices. We will not take your trust for granted, and we will continue to do better.

Your choice regarding union representation has been made, and now, it's time to move on—together. This union election has been stressful for everyone, and right now, it is so important that we see past our differences and recognize that we are standing next to our co-workers and friends, and some of them will be deeply disappointed. Please think about and respect their feelings.

The past is behind us—let's return to work with our eyes on the future. We all have great ideas on how to make No Evil Foods better, and we all have to work together if we're going to succeed. We have to work together if we want to change the world, and that's exactly what we're going to do.

And, again: thank you. Thank you so much. I am honored by your confidence, and I am honored to be working with each and every one of you.

In Plants We Trust!

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

M: (b) (6), (b) (7)(C)

O: (b) (6), (b) (7)(C)  
[noevilfoods.com](http://noevilfoods.com)

[INSTAGRAM](#) | [FACEBOOK](#) | [TWITTER](#)

IN PLANTS WE TRUST!



GET A TASTE OF THE REVOLUTION AT EXPO WEST!  
[MARCH 3-7, ANAHEIM CONVENTION CENTER - CA]  
**BOOTH N745**



No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 2





108 Monticello Rd. Suite 2000 Weaverville, NC 28787 • 828.367.1536 • noevilfoods.com

**To: All No Evil Foods Production Team Members**

**March 19, 2020**

We recognize that the global coronavirus (COVID-19) pandemic has been presenting challenges to everyone. We've been talking with team members and learning more about the needs everyone has. We know that people need to work to pay their bills and as an 'essential business' we plan to remain open so that you can do so. That said, we have been evaluating different approaches to meeting the challenges our team is facing. We believe at some point, COVID-19 will more greatly impact our community. We're concerned about the future, about you and your health, and the company's ability to operate and survive.

No Evil Foods continues to monitor the pandemic and review updates and mandates from a variety of local, state, and federal agencies including the Centers for Disease Control (CDC), the World Health Organization (WHO), the Food and Drug Administration (FDA), the NC Department of Health and Human Services (NCDHHS), and the US Department of Agriculture (USDA). Many of our recent policy and procedure updates, including our increased site cleaning and sanitation schedules, are based upon their guidance. Our Good Manufacturing Practices (GMPs) are a foundation of food safety and your safety during this pandemic. The air filtration, regular proper hand washing and gowning procedures, our regular quality checks by swabbing the facility for potential pathogens and our process to ensure our customers get safe, quality products—are all part of our GMPs and make No Evil Foods a safe work environment.

That said, safety is also a personal choice. You need to assess your own risks and make decisions for you and your family during this pandemic. We respect that. We believe you are the best person to make those decisions. Because No Evil Foods must continue to operate in order to be a viable business, we have to find ways to ensure we can produce high volumes of Plant Meat to feed people and keep shelves stocked at all of our retailers. We are a part of the food system—an essential function in our national and global community. We have a responsibility to the community, and this means having a team that can be at work every day to meet our customer's needs.

Taking all of these things into consideration, and following a lot of analysis and discussion about a wide range of approaches, we have defined three options for each production team member to consider. We hope these options will help each person make the best personal choice for them. We are requiring each team member to elect the option that best fits their needs and make that selection by 5:00pm, Friday, March 20, 2020. We are asking for a quick response so that you can have clarity on the best path forward for you and your family and we can adequately plan our staffing and production needs.

As part of that planning, next month, No Evil Foods will be starting a third shift running from 10:45pm to 6:45am. We will be posting these openings shortly including a supervisor, two trainers, two shift leads and a production team. If you are interested in these opportunities, please apply and let us know.



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As you review the options and have questions, we invite you to ask those questions. Drew, on our Human Resources team, will be available extra hours both Thursday and Friday into the evening to help support each of you as you decide the right path forward for you.

## **The three options are as follows:**

**Option 1:** I'd like to stay, what does that mean? (Read more below)

**Option 2:** This is tough, but I don't think I can do this. I'd like to leave No Evil Foods, but I'd like to have the option to come back. (Read more below)

**Option 3:** This is tough, I don't think I can do this and I'd like some help transitioning. (And I understand that I cannot return to No Evil Foods) (Read more below)

## **OPTION DETAILS**

**Option 1:** I'd like to stay = Employee Assistance Program (EAP), Positive Attendance Pay, Plus COVID PTO Program

### Employee Assistance Program (EAP)

Effective March 1, 2020, No Evil Foods launched the Balance EAP to provide employees with personal, financial and legal counseling services. This is an ideal time to utilize phone counseling services if you are experiencing stress and anxiety as a result of the pandemic. In addition, the service can be useful for you in navigating your community resources around healthcare, among other needs. As an employee, you can continue (or begin) to take advantage of this program.

### Positive Attendance Pay

We recognize that meeting life's demands through this pandemic will take extra effort on your part. For employees that choose to remain at No Evil Foods and maintain perfect attendance across 90 days beginning on March 23, 2020, employees will become eligible for a contingent hourly pay increase of \$1.50/hr. The pay change will take effect on June 22, 2020 for employees that qualify. Employees must maintain perfect attendance except for excused absences for medical issues related to COVID-19, care for a family or household member, or other absences as directed by a physician. This includes absences related to our COVID-19 PTO program (see below). The pay increase, once earned, will be in effect until September 18, 2020, at which time the hourly rate will return to current levels.

Employees will be disqualified for the positive attendance pay if they are late to work for any unexcused reason during this period. Employees who receive a written warning or other form of discipline for such actions as violating work rules, policies and expectations, failing to comply with the No Evil Code of Conduct or GMPs may be disqualified for the positive attendance pay.





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### COVID-19 PTO Program

Each employee will be eligible to take up to ten (10) days of paid time off (PTO) if they contract COVID-19 or they have a family member in the same household where they reside that contracts the virus. This policy extends to roommates or others that may share a household with an affected individual.

Although an employee may be required to stay at home for a longer period of time, that time will be approved and unpaid provided you or your family member is under the care of a physician and an appropriate doctor's note can be provided for the employee to return to work, healthy. This program will work in conjunction with any federal, state, or local law or program that is provided to employers during this pandemic and No Evil Foods reserves the right to modify the program accordingly.

Employees become eligible for this program thirty (30) days after their hire date.

Nothing in this document changes or alters your at-will employment.

### **Option 2:** I need to resign, but I want to return. I'm providing my notice.

Everyone has to make personal choices. With this option, you decide that you do not feel comfortable reporting to work during the pandemic and that resigning your position is best for you and No Evil Foods. In resigning, you forfeit your position with the Company. However, you also have the option of applying at a future time when you feel ready to return to work. Returning to work will not be automatic. It will be subject to the company's needs at the time of your re-application. You will need to re-apply for a role and go through the interview process. You may or may not be selected to return to work in this option, but we are leaving that door open.

### **Option 3:** I need to resign, I don't want to return and would appreciate help with my transition.

Everyone has to make personal choices. We do not know what the coming weeks (and months) hold for our futures and we cannot make any guarantees to anyone. With this option, you decide that you do not feel comfortable reporting to work during the pandemic and that resigning your position is best for you and No Evil Foods.

As part of this option, you've also identified that you would like help transitioning out of your position at No Evil Foods. As a result, we are willing to offer any employee seeking transition assistance a one-time payment equivalent to three weeks' pay (calculated at 40 hours per week). This offer is contingent upon you signing a general release agreement of all claims against No Evil Foods and your compliance with the terms of the agreement. Other conditions apply and will be detailed in the legal document that you will be provided. One of those conditions is that you will waive your rights to reapply for any position at No Evil Foods.



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## Your Decision

These options have been thoughtfully prepared and we do not take them lightly. It's been a difficult process to identify options that we believe can meet the range of needs you've identified as a team. We wish there were more options, even ones that could provide you with more certainty and peace of mind. These are the best options we have and we hope you can find one that best fits you. Should you have questions, please ask.

We are excited about the possibilities and the journey if you choose to stay. And we respect your decision if you decide to leave.

### ***My Decision is (initial next to the option you are electing):***

	Option 1: I'd like to maintain my employment and pursue the options offered.
	Option 2: I want to resign and make Friday, March 20, 2020 my last day. I'd like to be eligible for rehire.
	Option 3: I am resigning my position, my last day will be Friday, March 20, 2020, and I would like to review and sign the general release

<b>Last Name</b>	<b>First Name</b>	<b>Signature</b>
<b>Phone Number</b>	<b>Email Address</b>	<b>Date</b>

**An employee's failure to respond to this notice by March 20, 2020 at 5:00pm will be considered a voluntary resignation, Option 2.**

*These options only apply to those employees employed as of March 19, 2020 who have completed their introductory period. All employees whose start date is after March 19, 2020 are not eligible for any of these options. Employees who exercise Option 2 will not be eligible for the higher rate of pay detailed in Option 1 if they seek re-employment.*

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 3







Guest statements

## Workers at 'No Evil Foods' on conditions during COVID-19 pandemic

The Essential Workers of No Evil Foods · March 23, 2020 🔥 2 📖 5 minutes read

*The following is statement from the workers at No Evil Foods in Weaverville, NC on the conditions at the workplace and their demands during the COVID-19 pandemic.*

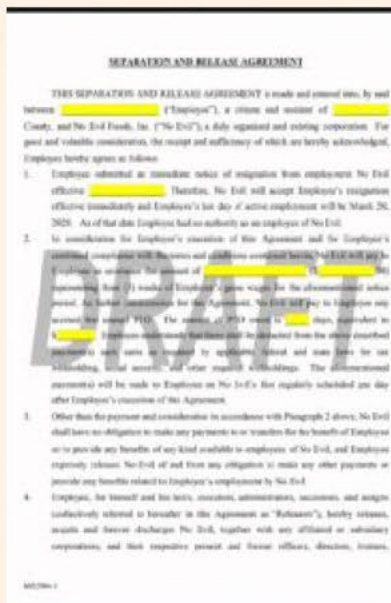
With owners calling themselves "revolutionary leaders" who sell vegan meat products with names like "Comrade Cluck," No Evil Foods has publicly created an image of being an ally to socialists, leftists, and workers around the country.

Unfortunately, as workers of No Evil Foods, we can tell you that the actions of this company suggest otherwise.

This became most abundantly clear in February of this year when our "revolutionary leaders" found out that we were attempting to unionize. With the assistance of two well-paid "union avoidance consultants" hired from the firm Constangy, Brooks, Smith & Prophete, we were subjected to a string of manipulative anti-union "captive audience" meetings where we were fed misinformation and exaggerations about the "risks" of organizing. These meetings were mandatory, they were hostile, they were biased, and they were effective; the results of the union election saw a majority of our co-workers vote down the union, fully convinced that they were better off trusting management over a "third party" union.

But that trust was clearly misplaced, evident by the actions of No Evil surrounding the recent coronavirus outbreak.

We voiced our concerns repeatedly in the weeks since the outbreak started and were met with a mostly indifferent or actually hostile attitude. We were told to wash our hands more. We were reassured that common areas would be sanitized more frequently. But as the number of infected continued rising, so did our concerns. With over 60 of us working together between two shifts in a confined production area, we knew that proper handwashing and increased sanitizing of surfaces wouldn't be enough.



*Screenshot of No Evil separation agreement. Shared by a No Evil worker.*

Finally, management concocted a response to our worries: an ultimatum and 24 hours to make a decision. We could continue working for No Evil Foods and get a **temporary** \$1.50 raise after 90 days of perfect attendance, we could quit with the option to possibly return at a later date, or we could quit with a severance package of 3-weeks pay (after signing a gag order) with no option to ever return.

Here we have the “revolutionary” leaders telling their employees that if they don't feel comfortable working in close quarters for 40 hours a week during a global pandemic, they can quit with a severance package that will



certainly not cover the amount of time it will take to find work given the economic fallout of this crisis. Here we have our “revolutionary” leaders openly discriminating against those with pre-existing medical conditions or weakened immune systems. Here we have our “revolutionary” leaders invalidating the concerns of those with anxiety, those who are pregnant, those living with someone that may be pregnant, or those living with the elderly. Here we have our “revolutionary” leaders giving no concern to those who would – for whatever reason – simply prefer to not get sick.

Those who decided to stay with the company continue to be at risk.

Last week, we all received a company-wide email telling us that our monthly team meetings were canceled to avoid the risk of having us congregating in one space. Being together for a meeting is too dangerous, but having us all together in a warehouse for 40 hours a week is somehow safe?

Not only do we lack an adequate supply of face masks, but as we learned this weekend, coronavirus can apparently live up to 24 hours on cardboard and up to two to three days on plastic and stainless steel – three things we interact with on a routine basis. The nature of working with machines often requires us to be in close proximity with one another and the idea that we can maintain a safe distance apart to avoid the risk of exposure is a fantasy, as it would just take one person with the virus to enter our small, enclosed production area. This person might not even show symptoms for days and by the time it was realized they were sick, it would be too late. In fact, one of our fellow employees is already under investigation for possibly having the virus – something that management has not been transparent with us about.

Meanwhile, “non-essential” office staff were afforded the luxury of working safely from home.

On social media, management has insisted that they are staying open because they were mandated by the government: “The food industry has been deemed critical during this pandemic, and Homeland Security has requested that we continue to operate and contribute to the national



food supply.” But the idea that Homeland Security “requested” they continue operations is a bit of an overstatement. The memo they’re referring to from the Department of Homeland Security even makes it clear that it is a suggestion, not a mandate: “It is not, nor should it be considered to be, a federal directive or standard in and of itself.”

Moreover, the idea that a novelty food item – one that is perishable and wouldn’t survive a sustained power outage – is an “essential” food item worth putting employees and the local community at risk, is absurd.

If management is truly concerned with feeding the public, why not cut prices in half to make it more accessible?

Management also claimed on social media that they can’t afford to pay employees to stay home and quarantine. If this is true, then where did the money come from to pay the “union avoidance consultants” from Constangy, Brooks, Smith & Prophete? The Economic Policy Institute estimates that these consultants cost around \$2,500 daily; imagine if that money was available at a time like this to take care of workers and their families.

We have been reassured that management is working on ways to separate us to maximize social distancing, but again, our production facility is enclosed and figuring out how to minimize possible exposure shouldn’t be the question so much as figuring out ways to completely eliminate it. Eliminating the risk of exposure requires quarantining, and that’s something No Evil Foods isn’t willing to allow its employees to do. Instead, it would rather gamble on their lives and the lives of their families for the sake of profit. It may even be putting its customers at risk given the ever-evolving understanding of coronavirus and how it spreads.

Between the union-busting ordeal and now the response by No Evil Foods to the coronavirus outbreak, the image of this company as being on the side of workers barely survives the light of day. No Evil Foods paid union busters to destroy our organizing efforts, and then a month later has refused to temporarily shut down and show loyalty and care for the backbone of its company by paying us to stay safe and quarantine. The owners have revealed themselves to be callous pseudo-revolutionaries

masquerading as allies to the working class who are more than willing to put the lives of their workers, their families and the greater Asheville community at risk for the sake of the bottom line.

This is the behavior of cutthroat, right-wing capitalists, not “revolutionary” leaders. And this is certainly not the behavior one would expect from a company calling itself “No Evil” Foods.

In the midst of a pandemic, the best our government and employers can do is stoke fear, uncertainty, and division while squabbling over the bottom line.

The best we can do is show solidarity, speak up and make our demands known: Free healthcare for ALL! Unemployment benefits at 100 percent for ALL! End all layoffs, deportations, evictions and foreclosures!

Signed,  
The essential workers @ NEF

 Tags COVID-19 labor north carolina

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 4





These are pretty uncertain times, and we all know that this is not quite business as usual. But I truly believe the work we're doing right now is critical, and your safety--the safety of our NEF family--and the safety of our products remains my #1 priority.

Just like our government, public health, & regulatory agencies are constantly updating their guidance to us all, we are constantly evaluating our own policies as things keep shifting and evolving, day by day. There's no playbook for any of this. We're all making the best decisions that we can with the information that we have today.

And every decision we make right now is to try and protect your health and safety while thinking about No Evil's collective future so that we can keep working together long after this pandemic ends.

With that in mind, effective this Monday, April 6th we are increasing pay for all production employees by \$2.25 an hour for the next 60 days - from April 6th to June 5th. That's 9 work weeks. This temporary pay increase applies to all full-time and part-time hourly employees at No Evil Foods. The \$2.25 increase applies to everyone here, starting Monday, with no conditions.

We know what a hard time this is for many of you, and we recognize the challenges you face. I know most of you are probably stressed or anxious on some level, and we've even heard from several team members that their partners have lost work. The truth is, our company is losing money every month, so this is a tough decision. But we recognize and sincerely appreciate the critical work that food production workers like you are doing during this global crisis. We want to thank you and we believe this is the right thing to do.

This temporary pay increase of \$2.25/hour replaces the Positive Attendance Pay policy we introduced as part of our COVID-19 response

plan two weeks ago. That policy is being replaced by this one, and this policy temporarily increases pay for everyone, without condition.

But regardless of this change, I want to remind everyone that we do have attendance policies in place, and we very much need to have a reliable workforce. We recognize that these are challenging times. If you are healthy, we expect you to be here on time and ready to rock. If you are sick, and especially if you are demonstrating any symptoms of COVID-19, we DO NOT want you to come to work and we will apply paid leave appropriately. Those are our operating procedures every day. If you have other issues around getting to work, we will work through those on an individual case-by-case basis w/ compassion and open communication.

We will be doing further training this afternoon and tomorrow morning to make sure everyone clearly understands all our internal policies and procedures surrounding COVID-19. This will include covering the federal paid sick leave and expanded family and medical leave policies from the federal government that went into effect on April 1st.

I want you all to know that (b) (6), (b) (7)(C) and I are here for you, and our time, energy, and thinking right now are very focused on getting through the COVID-19 pandemic. We are striving every day to do our best to support you, stay ahead of global changes, and steer No Evil Foods in the best direction.

Please share your thoughts, concerns, and suggestions. This is going to take all of us, but I know we can do it—together.

Thank you all for your amazing effort and commitment. Now, Let's go make some Plant Meat!

---

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 5



## **MAY 22 ANNOUNCEMENT:**

Two months ago we committed to increase pay for all production employees by \$2.25 an hour for 60 days due to the pandemic.

That 60 days is up on June 5. But ending that pay increase just does not seem right while this crisis continues and your heroic efforts are still required each and every day.

With that in mind, we're announcing today that the pay increase will continue. The original \$2.25 increase, which began April 6th, will remain in effect for everyone here, with no conditions, indefinitely.

Like all of you, we hoped our country would have made its way through the crisis we're facing together, but it continues. The hard work and determination of this team has been a silver lining through it all - and there's one other bright spot...interest and consumer attention on plant-based meats is poised to rise more than ever.

If we can stick together and make smart decisions, I know we can make it through this pandemic stronger than ever. And we thank each and every one of you for your contributions to our shared mission. We hope that this continued pay increase shows our continued commitment to each of you and our collective future together.



No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 6



**No Evil Foods announces continued pay raise  
for essential production employees amid coronavirus pandemic**

For Immediate Release

**ASHEVILLE, NC** - [No Evil Foods](https://www.noevilfoods.com), vegan makers of 100% plant-based and non-GMO meat alternatives, and a certified living wage employer, announced today they are extending an increase of all frontline production employees' pay by \$2.25 an hour, indefinitely. In addition to 100% employer-paid health insurance, paid-time-off, holidays, and other benefits, No Evil Foods now pays its frontline production employees an average of \$17 an hour.

Starting in April 2020, No Evil Foods provided a temporary \$2.25 an hour increase they are calling "Our Team Is Freaking Awesome! Pay" to all production line workers, slated to expire on June 5th. But as the pandemic continues, and many large food corporations have started phasing out similar "hero pay", the founders of No Evil Foods felt this pay increase must continue to acknowledge their team members who work tirelessly to ensure that everyone has access to quality plant-based meats during this crisis.

"We have chosen to be a leader in the food industry and are thrilled to provide this indefinite pay increase to our team who have demonstrated their commitment to our mission to keep Plant Meat on shelves and make a vegan lifestyle more accessible for all," said Sadrah Schadel, co-founder, and chief creative officer of No Evil Foods. "Everyone has been impacted on some level by this crisis but to carry on despite the circumstances is really admirable. We see them showing up every day and doing a heck of a job and we want to thank them for that."

With consumers demanding more plant-based meat options, No Evil Foods continues to experience record sales and expansion of its product lines, both in-store and online.

To learn more about No Evil Foods, visit their website at [www.noevilfoods.com](https://www.noevilfoods.com).

###

**About No Evil Foods**

No Evil Foods is a family-run, mission-driven business near Asheville, NC focused on impacting environmental sustainability, public health, and animal welfare through better food choices. Every bite of No Evil Foods you take supports our cause: to use food as a force for good because real change starts at the center of your plate. No Evil Foods product line includes Comrade Cluck 'No Chicken', The Stallion 'Italian Sausage', El Zapatista 'Chorizo', and Pit Boss 'Pulled 'Pork' BBQ,' all are low in fat, high in protein, and free from cholesterol, nitrates, and antibiotics. No Evil Foods started in 2014 and is now available nationwide in retailers like Whole Foods, Target, Walmart, Kroger, Publix, as well as coops and independents.

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 7



**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP



# Personnel Good Manufacturing Practices Policy

GMP - 001

Revision

3

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## Scope

This policy covers all personnel food manufacturing practices.

## Purpose

The purpose of this document is to describe the personnel good manufacturing practices that all employees must follow to ensure compliance with the appropriate FDA and SQF standards.

## Responsibility

All employees at No Evil Foods are expected to understand and comply with the Personnel Good Manufacturing Practices. It is the responsibility of the management team to ensure all employees are properly trained, understand the policies and that these practices are being followed. The Quality Assurance Manager is responsible for initial and annual training.

## Definitions

- **Production Area:** The production area is defined as the space where product is prepared and packaged. This is the most controlled area in the facility. The production area includes the Mixing Room, Making Room, Dish Room, and Packaging Room.
- **Boxing Area:** The boxing area is defined as the space where packaged product is put into its unit and case box.
- **Warehouse Area:** The area outside of the production area where any ingredient, material, or product is stored or handled.
- **Gowning Rooms:** The rooms that personnel must pass through to enter the production area, this includes the production office.

## Policy

As food handlers, we have a responsibility to our customers to maintain high standards of food safety. To ensure only safe, high quality products are produced, employees must follow all GMP's listed:

### 1. Disease Control

#### 1.1. Employee Health Policy

- All employees must sign a health policy agreement before beginning work in the production area agreeing to report symptoms of illness, diagnosed illnesses, and exposure of illnesses to a manager. This includes (but is not limited to) the following:
  - Reporting any symptoms of Diarrhea, Vomiting, Jaundice (yellowing of the skin and/or eyes), Sore throat with fever, Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part (such as boils and infected wounds, however small).
  - Reporting any symptoms or any exposure of Norovirus, Salmonella Typhi (typhoid fever), Shigella spp. infection, E. coli infection (Escherichia coli O157:H7 or other EHEC/STEC infection), Hepatitis A

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# Personnel Good Manufacturing Practices Policy

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- Employees who have illnesses that could lead to the potential contamination of the product will not be permitted to work in the production area.
- All cuts, scrapes, open lesions, and wounds must be reported to the shift supervisor or a qualified manager/supervisor before beginning work or if occurs during production. The injury will be analyzed on a case by case basis. If deemed acceptable a cut or scrape must be effectively cleaned and covered appropriately at all times in the production area.
  - In the event of an injury which causes spillage of bodily fluid, properly trained employee shall ensure that all affected areas including handling and processing areas have been adequately cleaned and that all materials and products have been quarantined and disposed of.

## 2. Cleanliness

Personal hygiene and cleanliness is of the utmost importance to ensure the production of safe and sanitary product. Anyone working or entering the production area must conform to the following rules:

### 2.1. General

- All employees must have showered and appropriately cleaned their hair and body before entering the production area.

### 2.2. Clothing

- Any clothing worn in the production area must be clean.
- To protect employees against any burns and other possible injuries, pants, and long or short sleeve full coverage shirts must be worn. Acceptable clothing covers at a minimum legs, torso, and shoulders.
- Any fabric worn on the head or neck **MUST** be fully covered with a hairnet or fully tucked into smock.
- Color coded smocks will be utilized and maintained to ensure that no contamination can occur and will be worn exclusively in the production area.
  - White smocks with a black No Evil Foods logo will be worn when working in the mixing room, making room, or dish room.
  - White smocks with a white No Evil Foods logo will be worn when working in the packaging room.
    - White smocks may also be worn in the designated area in the making room as their job requires, ensuring no cross contamination can occur.
  - The only exception to this rule is that Supervisors may wear their smocks throughout the production and boxing areas as their supervisory job function requires. This must be done in a manner that will ensure that no cross contamination occurs.

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# Personnel Good Manufacturing Practices Policy

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- Smocks will be changed whenever they become excessively soiled and will be effectively cleaned prior to next use.
- Smocks will be hung on the provided racks whenever not being worn.

## 2.3. Shoes

- Assigned in house shoes will be worn at all time working in the production area. In house shoes cannot be worn outside of the facility at any time. In house shoes may be covered with provided booties and worn outside of the production area within the facility.
  - The only exception to this rule is that Supervisors may wear their in-house shoes in the boxing area without shoes covers as their supervisory role requires, ensuring no cross-contamination can occur.
- In house shoes, shall be clean at the commencement of each shift and maintained in a serviceable condition.

## 2.4. Hair

Hair **MUST** be fully covered at all times in the Production Area and Boxing Area. Appropriate provided hairnets must be worn. When required, beard nets must be worn.

## 2.5. Nails

- Nails must be clean and cut short.
- No nail polish may be worn in the production area.
- False nails are not allowed in the production area.

## 2.6. Jewelry

All removable jewelry must be removed before entering the production area. The exceptions to this policy include medical alert bracelets and plain wedding bands (i.e. no setting/stones). Any jewelry that cannot be removed (i.e. medical alert bracelets, plain wedding bands) must be covered by a glove or another approved covering at all times while in the production area.

## 2.7. Hand Washing

Hands can be the source of many microorganisms. "According to the Centers for Disease Control and Prevention, hands are the second-leading cause of foodborne illness and that hand washing is the single most effective means of preventing food contamination" (Cramer, 2013). In order to ensure the prevention of food contamination the following rules must be followed by all employees.

Hands must be washed:

- Upon entering the Production Area
- Immediately after using the restroom
- After eating or drinking

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## Personnel Good Manufacturing Practices Policy

GMP - 001

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- Before putting on and after taking off any gloves
- After touching any unsanitary surface
- Whenever your hands have become contaminated

You must wash your hands with soap and water located at each hand washing station following the handwashing protocol.

### 2.8. *Gloves*

Gloves act as an additional barrier to protect any food or food-contact surface from potential contamination and to further protect the employee. However, they can easily become contaminated if not handled appropriately. It is vital that all employees understand that they must follow proper hand washing before putting on and after taking off any gloves. To ensure proper glove wear the following rules must be followed:

Gloves will be worn:

- At all times handling food or food contact surfaces while in the Production Area.

Gloves will be changed:

- Whenever they become soiled/contaminated
- Any time they are punctured
- At least every two hours

### 2.8 *Personal Items*

○ No personal items may be brought into the production area. Personal items include but aren't limited to cell phones, headphones, clothing that isn't being worn, keys, wallet, loose change etc.

### 2.9 *Conduct*

Any behavior that could potentially result in the contamination of the product is prohibited. This includes:

- Eating or drinking in the production area
- Chewing gum in the production and warehouse area
- Spitting in the production and warehouse area
- Coughing or sneezing on exposed product
- The use of any tobacco products on site.

Eating, drinking and chewing gum is confined to the designated break space but is strictly

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# Personnel Good Manufacturing Practices Policy

GMP - 001

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prohibited in the production area. Water may be consumed within the gowning rooms, boot room, and production office.

Under no circumstances should food or beverages other than water be consumed within the gowning rooms, boot room, production office or raw ingredient storage spaces.

All personnel engaged in any food handling, preparation or processing operations shall ensure that products and materials are handled and stored in such a way as to prevent damage or product contamination. They shall comply with the following processing practices:

- Personnel entry to processing areas shall be through the personnel access doors only
- All doors are to be kept closed
- Doors shall not be left open for extended periods when access for waste removal or receiving of product/ingredient/packaging is required
- Packaging material, product, and ingredients shall be kept in appropriate containers as required and off the floor
- Waste shall be contained in the bins identified for this purpose and removed from the processing area on a regular basis and not left to accumulate
- Staff shall not eat or taste any product being processed in the food handling/contact zone
- All wash down hoses shall be stored on hose racks after use and not left on the floor

## Record Keeping

Records created by this procedure will be maintained for 5 years

## Revision History

Revision	Effective Date	Description of Revision	Author	Signature	Reviewer	Signature
1	10/11/2018	Initial Release	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
2	3/31/2019	Updated clothing requirements	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
3	2/24/2020	Updated in house shoe, glove, jewelry and clothing requirements	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Authorized By:

Released On: (b) (6), (b) (7)(C)

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No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 8



# NO EVIL

FOODS®

ASHEVILLE, NC

MEAT MADE  
FROM NOTHIN'  
BUT  
PLANTS!

Pit Boss Pulled 'Pork' BBQ



WE LOUDLY PROCLAIM  
'DO NO EVIL'  
AS OUR BATTLE CRY!



WHERE THE  
PASSION

OF A HOME  
COOK



MEETS  
THE  
SPIRIT



El Zapatista  
Chorizo & Black  
Bean Burgers

EVERY BITE SUPPORTS OUR MISSION-  
TO USE FOOD AS A FORCE FOR GOOD,  
BECAUSE REAL CHANGE STARTS AT  
THE CENTER OF YOUR PLATE.

OF  
REVOLUTION!





## Mission Manifesto Culture & Values

**No Evil Foods** loudly proclaims “Do No Evil!” as our battle cry in the food revolution. Every bite supports our mission to use food as a force for good, because real change starts at the center of your plate.



- **We make honorable choices.**
- **We speak truth to power.**
- **We value purpose as much as profit.**
- **We share our successes with our team and community.**
- **We support organizations that align with our mission and goals.**
- **We will always make products that are simple, sustainable, and kind.**



# PURPOSE POWERED

## SUSTAINABILITY

a plant-based diet saves more carbon emissions than driving a hybrid.



**EAT PLANT MEAT!**

## PUBLIC HEALTH



**DIABETES  
CARDIOVASCULAR DISEASE  
CANCER  
CHOLESTEROL**



**ACCESS FOR ALL!**

## ANIMAL WELFARE



**SAVE LIVES!**

**THE STALLION**

*Italian Sausage*

**COMRADE  
CLUCK**

*No Chicken*

**EL  
ZAPATISTA**

*Chorizo*

**PIT BOSS**

*Pulled 'Pork' BBQ*

SMALL BATCH,  
SUSTAINABLE,  
SIMPLE  
& KIND.



# Meet the Team!

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# Operations side of things!

Siddhi Shet is our  
current VP of  
Manufacturing

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## Your turn!

- Who are you?!
- Preferred Pronouns (she/her/hers, they/them/theirs, he/him/his)
- Fun fact (hobby, band you like, where you're from, etc.)!

The background of the entire slide is a sunburst pattern with numerous rays emanating from the center, alternating between light blue and a slightly darker blue.

# **NO EVIL**

**FOODS®**

**ASHEVILLE, NC**

## **Good Manufacturing Practices Training**

# Training Overview

- Who?
- Definitions
- Why?
- Disease Control
- Cleanliness
- Good Documentation Practices

# Who?

- **ALL** No Evil Foods employees are responsible for complying with **ALL** Good Manufacturing Practices.
- Following our GMP's is one of the big keys to our success!
- Every employee will undergo initial as well as annual training on Good Manufacturing Practices.



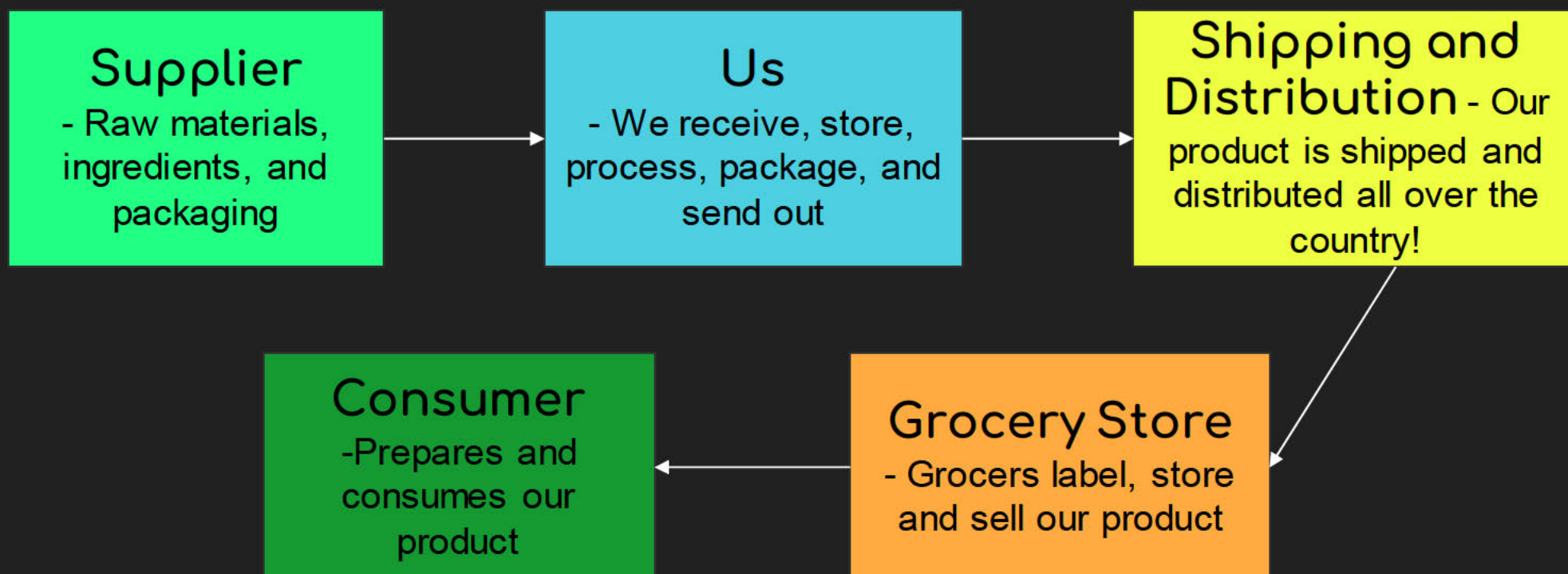
# Definitions

- **Cleaning** - The removal of soil, food residue, dirt, grease or other objectionable matter.
- **Sanitation** - To adequately treat cleaned surfaces by a process that is effective in destroying vegetative cells of pathogens and in substantially reducing numbers of other undesirable microorganisms, but without adversely affecting the product or its safety for the consumer.
- **Cross-contamination** - Unintentional transfer of a pathogen from a food or surface to another food or surface.
- **Allergen cross-contact** - Unintentional incorporation of a food allergen into a food.

# Our Definitions

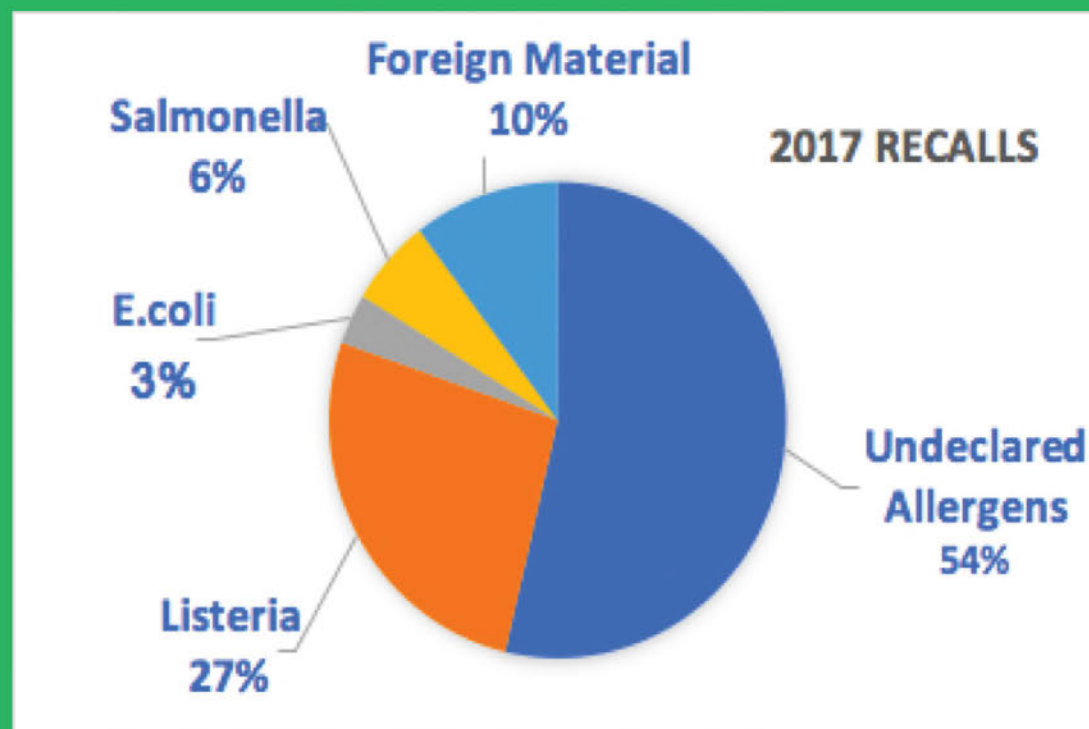
- **Production Area** - The space where product is prepared and packaged. This is the most controlled area in the facility. It is broken up into rooms:
  - Mixing Room
  - Making Room
  - Dish Room
  - Storage Room
  - Packaging Room
  - Boxing Room
- **Warehouse Area** - The area outside of the production area where any ingredient, material, or product is stored or handled.
- **Gowning**- The 2 rooms you must go through before entering the production area.

# The many steps our product goes through...



# Why do Personnel GMPs matter?

- About **48 million people get sick** (1 in 6), **128,000 are hospitalized**, and **3,000 die** each year from **foodborne diseases in the U.S.**
- **In 2017 there were 456 Food Recalls in the US.**
- “Major contributing factors to recent recalls have been deficiencies in the food production and monitoring processes such as non-compliance with current Good Manufacturing Practices”.

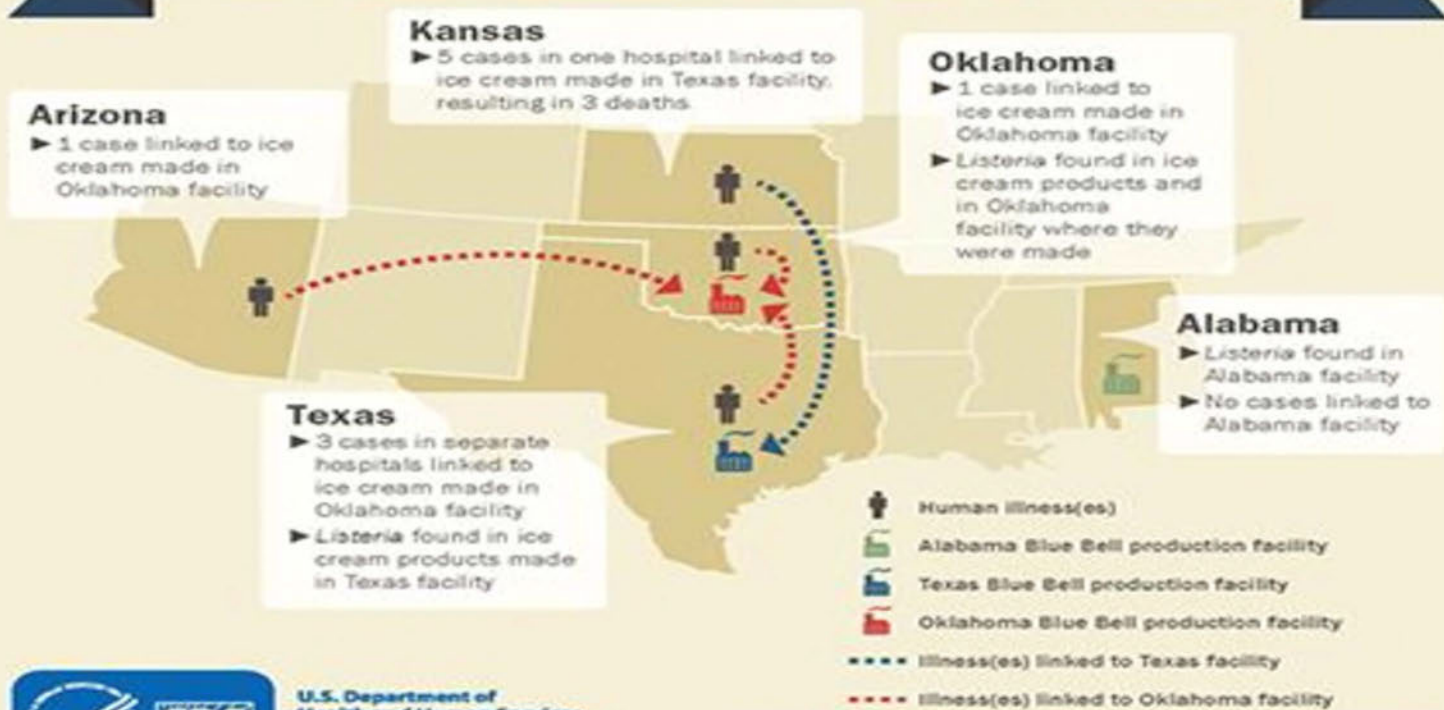




# LISTERIA AND BLUE BELL ICE CREAM

Contaminated production facilities and illnesses linked to Blue Bell Creameries

CDC recommends that people not eat, serve, or sell any recalled Blue Bell brand products. This complicated investigation of a listeriosis outbreak involved serious illnesses from 2010 through 2015 linked to two Blue Bell production facilities.



U.S. Department of  
Health and Human Services  
Centers for Disease  
Control and Prevention

Learn more: [www.cdc.gov/listeria/bluebell](http://www.cdc.gov/listeria/bluebell)

# Bacteria





## Some of the bad guys

- THE BADDEST: **Listeria monocytogenes**



- THE 2ND BADDEST: **Salmonella**



- THE 3RD BADDEST: **E. coli**



## Some more bad guys

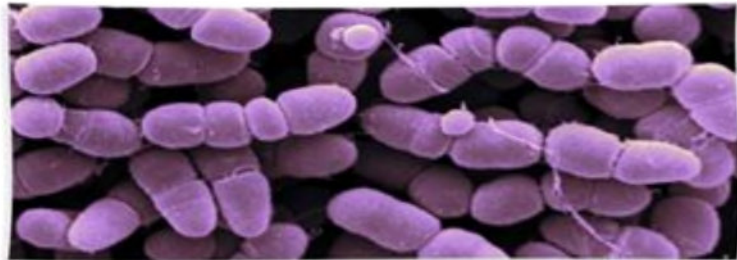
- UP THERE AS REAL BAD: **Clostridium botulinum**



- STILL REAL BAD: **Staphylococcus aureus**



- ALSO BAD: **Clostridium perfringens**



- BAD, NOT GOOD: **Bacillus cereus**





# Disease Control

Before beginning work at No Evil Foods all employees must review and sign the employee health policy agreeing to report any symptoms, diagnosed illnesses, or exposure to illness to a manager. This includes:

- Reporting any symptoms of Diarrhea, Vomiting, Jaundice (yellowing of the skin and/or eyes), Sore throat with fever, Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part (such as boils and infected wounds, however small).
- Reporting any symptoms or any exposure of Norovirus, Salmonella Typhi (typhoid fever), Shigella spp. infection, E. coli infection (Escherichia coli O157:H7 or other EHEC/STEC infection), or Hepatitis A

# Cuts, Scrapes, and other injuries!

- All cuts, scrapes, and wounds must be reported to the shift supervisor or a qualified manager/supervisor before beginning work in production and the injury will be analyzed on a case by case basis.
- If deemed acceptable a cut or scrape must be effectively cleaned and covered appropriately by an approved glove at all times in the production area.
- Any work related injury (cut, scrape, hurt knee.) must be reported to a manager ASAP and a work place injury report will be filled out.

# General Cleanliness

- All personnel will have showered and appropriately cleaned their hair and body before entering the facility.



# When to wash hands

- **Anytime you enter the production area**
- Immediately after using the restroom.
- Immediately after eating or drinking
- Before putting on and after taking off any gloves
- After touching your face, clothes or any unsanitary surface
- After handling garbage, after touching a pallet, skid, floor mat or picking up product from the floor etc.
- Anytime changing task or job
- Whenever your hands have become contaminated



# How to properly wash hands

1. Wet hands, wrists, and forearms with clean water using the designated hand sink
  2. Apply appropriate amount of soap
  3. Scrub hands, wrists, forearms, and fingernails with soap and water for at least 20 seconds.
  4. Rinse off all soap with clean water
  5. Dry hands, wrists and forearms with single use disposable paper towel.
2. Apply hand sanitizer if in the production area

1. To either the outside of gloves or to clean hands



According to the CDC, hands are the second-leading cause of foodborne illness and handwashing is the single most effective means of preventing food contamination.

# Gloves

- Gloves act as an additional barrier to protect any food or food-contact surface from potential contamination and to further protect the employee.
- However they can easily become contaminated if not handled appropriately.
- It is vital that all employees understand that they must follow proper hand washing before putting on and after taking off any gloves.

## Gloves will be worn:

- Any time handling unpackaged cooked product
- At all times working in the production area if there is any non removable hand jewelry or any cut or scrape on the hand.

## Gloves will be changed:

- Whenever they become soiled/contaminated
- Any time they are punctured
- Any time a task is changed (i.e working with raw ingredients to washing dishes)
- At least every two hours

# Clothing - What to Wear



*ALL clothing worn in the  
production area must be  
clean!*

- Full length, full coverage pants (no holes!)
- Full coverage short or long sleeve shirts (Covers shoulders and torso)
- In-house shoes!
- ★ White smocks will be worn at all times in the production area
- ★ Smocks with black logo on white patch will be worn in the packaging and boxing rooms, and smocks with white logo on black patch will be worn in the other production areas.

# Clothing - What NOT to wear

- Shorts or skirts
- Tank tops
- Crop tops
- Flowy sleeves
- Holey pants or shirts





# In house shoes

- In house shoes will be kept in the shoe room and worn at all times in the production and warehouse areas.
- Personal shoes may be kept in ones locker or on the shoe shelf in the shoe room.
- Wear booties if wearing in house shoes in the exterior bathroom or loading dock area.
- You **MUST** change your shoes before going outside.
- All shoes must remain on site at all times!

# Hair

- At all times in the production area:
  - Hair must be properly restrained and fully covered with the appropriate provided hairnets
  - Beard nets must be worn, when required.



# Nails

- Nails must be **clean and cut short**.
  - This limits the amount of bacteria that could be present and to lessen the likelihood of glove tearing which could lead to possible contamination.
- **NO** nail polish and/or false nails.
  - This protects against any possible physical or bacterial contamination that could occur.



# Jewelry

- All removable jewelry must be removed before entering the production area.

Including:

- Bracelets
- Necklaces
- Earrings
- Facial piercings
- Rings

Any non-removable hand jewelry must be effectively covered any time handling food product

Examples of this include:

- Wedding bands
- Emergency alert bracelets



# Fragrance

- No perfume or aftershave can be worn in the production area.



# Personal Items

- No personal items may be brought into the production area. They may be stored in your locker.
- Personal Items Include:
  - **Clothing that isn't being worn**
  - **Bags**
  - **Water Bottles**
  - **Cell phones**
  - **iPods**
  - **Headphones**
  - **Keys**
  - **Etc.**

\*A clear, plastic, closable water bottle may be filled with water and stored on the designated shelf in the gowning room.

# Conduct

- Any behavior that could potentially result in the contamination of the product is prohibited. This includes:
  - Eating or drinking in the production area
  - Chewing gum in the production or warehouse areas
  - Spitting in the production or warehouse areas
  - The use of any tobacco products on site

Eating, drinking and chewing gum is permitted in the break room and area and is prohibited anywhere else in the facility.

All tobacco products are strictly prohibited on site.

- This includes vaping, ecigarettes, chewing tobacco, etc.

# Good Documentation Practices

- All production paperwork is a legal document and good documentation practices must be followed:
  - Must be written with a blue or black pen. No pencils!
  - If you need to cross something out: draw a single straight line through the mistake and initial and date.
  - Use clear, detailed, and professional language



# Questions?



# Resources

CFR 117

Cramer (2013) “Food Plant Sanitation: Design Maintenance, and Good Manufacturing Practices”.

FSPCA: Preventive Controls for Human Food. First Edition (2016).

<https://www.foodsafetymagazine.com/enewsletter/a-look-back-at-2017-food-recalls/>

<http://www.foodsafetynews.com/2015/09/the-5-most-dangerous-foodborne-pathogens/#.W0Y-BhJKjMI>

<https://www.cdc.gov/ecoli/2016/o121-06-16/index.html>

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 9



**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP



Employee Handbook

Version 4.8

Updated: January 2020

Contact for the **NEF Production Office:**  
828-270-0814



## About this Handbook

This Handbook contains information about No Evil Foods, Inc. ("No Evil Foods", "we" or "our") employment policies and procedures and an overview of No Evil Foods' benefits. The policies and procedures in this Handbook are guidelines only. No Evil Foods reserves the right to interpret and administer the provisions of this Handbook as needed. Except for the policy of at-will employment, as directed by the laws of North Carolina, the senior management of No Evil Foods have the maximum discretion permitted by law to change, modify or delete any provision in this Handbook at any time with or without notice. However, oral statements or representations cannot supplement, change or modify the provisions in this Handbook.

Each employee should read and become familiar with the information contained in this Handbook. Failure to comply with No Evil Foods' policies or procedures may result in discipline, up to and including termination.

## Employment At-Will

NOTHING IN THIS HANDBOOK NOR ANY OTHER COMMUNICATION BY a **No Evil Foods** REPRESENTATIVE OR ANY OTHER EMPLOYEE, WHETHER ORAL OR WRITTEN, IS INTENDED TO IN ANY WAY CREATE A CONTRACT OF EMPLOYMENT. UNLESS THE EMPLOYEE HAS A WRITTEN EMPLOYMENT AGREEMENT SIGNED BY AN AUTHORIZED **No Evil Foods** REPRESENTATIVE, THE EMPLOYEE IS EMPLOYED AT WILL AND NOTHING IN THIS HANDBOOK CAN BE CONSTRUED TO CONTRADICT, LIMIT OR OTHERWISE AFFECT MY RIGHT OR **No Evil Foods'** RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT NOTICE OR CAUSE. IF THE EMPLOYEE HAS A WRITTEN EMPLOYMENT AGREEMENT SIGNED BY **AN AUTHORIZED No Evil Foods REPRESENTATIVE** AND A PROVISION OF THIS HANDBOOK CONFLICTS WITH THE TERMS OF MY EMPLOYMENT AGREEMENT, THE EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT THE TERMS OF HIS OR HER EMPLOYMENT AGREEMENT WILL PREVAIL.

This Handbook supersedes all prior versions published or distributed by No Evil Foods and all inconsistent oral or written statements.





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## WELCOME TO NO EVIL FOODS!

### **No Evil Foods Mission, Vision and Values**

No Evil Foods empowers people to make positive changes for themselves, the environment, and the welfare of animals through awesome food.

Fundamental to our business is our focus on healthier lives and a healthier environment – we try to measure everything we do against this core belief. That means that we believe in being part of and contributing to creating a healthy community, within the No Evil Foods family and outside our walls as well. We believe that No Evil Foods is an important part of the changing food system; in fact, that we are leaders in the food revolution. We truly want to “Do No Evil,” and trust that by doing good, we will do well.

Many of our core beliefs are echoed by the standards and policies of a Benefit Corporation. While we are not actively pursuing this accreditation at this time, we continually aspire to incorporate aspects of these standards into our company culture and policies as we grow.

What does that mean in reality?

- We provide a compensation package to our employees with consideration given to being “living wage certified”.
- We source sustainable ingredients whenever possible.
- We incorporate sustainable practices in every part of our business, whenever possible.
- We use company funds to support environmental change through food and ingredient choices.
- At NEF we commit to spending company funds with companies committed to the vegan mission we are pursuing.



## About No Evil

No Evil Foods makes meat...from plants. Some people told us it couldn't be done. We took that as a challenge and started a rebellious company that uses food as a force for good. *No Evil Foods was born from a belief in the power of an individual (in our case, two) to enact global change.*

They say to start in your own backyard, and that's exactly what we did. We started growing and making almost everything from scratch – from sauerkraut to maple syrup – and we were slaying it in the kitchen! Armed with DIY-fueled confidence and driven by a vision for a better future, we started making Plant Meat at home.

In 2014, co-founders Sadrah Schadel and Mike Woliensky pooled \$5,000 of their own savings and rolled a cooler full of Plant Meat to an Asheville farmer's market. They had no idea what to expect and didn't know if anyone would buy it. It turns out that there were a lot of people interested in meat made from plants – they sold out on their first day! We now lead the pack for environmentally sustainable, plant-based eats that feed and fuel the movement toward a better food system and can be found in over 5,000 stores nationwide.

In a world of unsustainable animal agricultural practices and highly processed meat alternatives, our small-batch plant-based meats challenge the status quo by using simple, sustainable ingredients to recreate a traditional protein experience that blows minds from coast to coast.

We're family owned, women-owned, human centered and purpose-powered, and we're determined to bring people closer to the origins of their food, while also addressing issues like food insecurity, economic justice, and climate change. Every bite you take of No Evil Foods helps build the resistance and supports our cause: to use food as a force for good because real change starts at the center of your plate.





## COMMITMENTS

### **Commitment to Diversity**

We are a company that welcomes ALL people.

We believe that what makes us different is what makes us awesome. We will live that belief as champions of a more inclusive world by creating a diverse and inclusive work environment and fostering equality through our daily actions. We are committed to leading by example and to maintaining a fair and inclusive work environment built on mutual respect and integrity.

With liberty and Plant Meat, for ALL.

### **Equal Employment Opportunity**

We are an equal opportunity employer and take this responsibility very seriously. This means we commit to never discriminate based on race, sex, disability, sexual orientation, creed, religion, color, national origin, family/genetic history, age, military status, gender expression, or any other protected classes of people. It is our policy to recruit, hire, train and promote for all job positions on an equal opportunity basis. We will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, Human Resources department or Ownership.

### **Open Door Policy**

At No Evil Foods we encourage an open-door policy and welcome open, constructive dialogue. When we communicate and work on problems together, we are at our best. Please see the senior management team with any concerns, comments, innovation ideas and/or other thoughts you would like to share. We hope you will contribute to No Evil Foods as a warm and welcoming, successful company; if you have a suggestion, please share it!

### **ADA Accommodation Policy**

To ensure equal employment opportunities to qualified individuals with a disability, No Evil Foods will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the Human Resources Department.



## **Harassment Free Workplace and Complaint Procedures**

NO EVIL FOODS is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, NO EVIL FOODS expects that all relationships among persons in the office will be respectful, business-like and free of bias, prejudice and harassment.

It is the policy of NO EVIL FOODS to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. NO EVIL FOODS prohibits any such discrimination or harassment.

NO EVIL FOODS strongly encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of NO EVIL FOODS to promptly and thoroughly investigate such reports. NO EVIL FOODS prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

**Definition of Unlawful Harassment.** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

**Definition of Sexual Harassment.** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.



While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at NO EVIL FOODS.

### **Reporting Procedures**

It is the policy of NO EVIL FOODS to maintain a harmonious workplace environment. NO EVIL FOODS encourages its employees to express concern about work-related issues, including workplace communication, interpersonal conflict and other working conditions.

***IF you have a concern, please raise your concerns with your supervisor, immediately.*** If not resolved at this level, an employee may report it to the Human Resources Representative or any other manager. *Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly, and impartially.*

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. In light of the necessity to conduct an investigation, information will be released on a "need to know" basis.

NO EVIL FOODS expressly prohibits retaliation against any individual who reports discrimination or harassment or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

### **Prohibition Against Retaliation**

It is unlawful to retaliate against any individual who in good faith files a complaint or assist with an investigation. Retaliation is defined as any interference or action taken by an employer against an employee, which would dissuade a reasonable employee from making or supporting



a claim of harassment or discrimination, filed a complaint of harassment or discrimination, or participated in a harassment or discrimination investigation.

### **Intentional False Reports**

Individuals who make reports that are later found to have been intentionally false or made maliciously without regard for the truth will be subject to disciplinary action, which may include termination.

### **Records**

All records concerning complaints under this policy shall be kept confidential to the extent possible and maintained in a separate locked file. Access will be given only with the approval of the CEO or the HR Director. Approval will be given to view the record of complaint and investigation under this policy only when required by law or when he/she deems in his/her own judgment that the disclosure of the record is necessary.

## **GENERAL EMPLOYMENT POLICIES**

### **Ethical Conduct & Conflicts of Interest**

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other associates. Therefore, associates must never use their positions with the company, or any of its guests, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities. If you have questions about potential conflicts of interest, please speak with your supervisor or a manager to discuss the concern.

No Evil Foods adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each associate is of utmost importance.

Associates of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

### **Non-Disclosure Agreement**

As a part of the onboarding process you received when hired, you signed a Non-Disclosure Agreement. This is a requirement of employment at No Evil Foods and details the terms and expectations of maintaining the confidential and proprietary information of No Evil Foods.





## **Confidential Information & Confidentiality**

### **Customer Information**

Our customers often share important or private information with us relating to their businesses. The nature of these relationships requires maintenance of confidentiality and trust. In safeguarding any information received, No Evil Foods earns the respect and further trust of our customers, clients, and suppliers. We want people to feel that they can trust us and know that if they need a place to open up and be honest, we can be that place without compromise. This means customer information must be handled carefully and confidentially. If you have questions about what to share or not to share, ask a supervisor or manager for more information and guidance.

### **Media Requests & Public Inquiries**

Some roles at NO EVIL FOODS require interaction with the public. If someone outside of No Evil Foods asks you questions that you are uncertain how to answer, you are not required to answer. Instead, as politely as possible, refer the request to your Manager. This can be anything from on-the-spot requests for recipes, to asking for an exclusive quote for a publication, to asking more personal questions about the owners; it is always your prerogative to ask someone to patiently wait while you get a manager to help them. Giving the public accurate information, consistent with our brand and business is important to us.

### **Data**

No one is permitted to physically remove, electronically remove, or make copies of any No Evil Foods recipes, records, reports, or documents without prior approval by an authorized No Evil Foods representative. Disclosure of confidential information could lead to disciplinary action up to and including termination of employment, as well as other possible legal action.

### **Code of Conduct**

To function effectively and achieve its goals, every organization must develop policies and procedures to protect its customers and to ensure that co-workers' and the company's rights are respected. No Evil Foods is no exception. Generally, conduct that may be disruptive, unproductive, unethical or illegal will not be tolerated.

Violation of this Standards of Conduct Policy may lead to disciplinary action, which, based on the circumstances of the individual case, could result in corrective action up to and including discharge. The following is a non-exhaustive list of conduct that may violate this Policy:

- Falsifying records.
- Engaging in fraud.
- Removing employer property from the premises without authorization.
- Stealing or attempting to steal employer or employee property.
- Being habitually tardy or absent.
- Fighting on employer property at any time.





- Being insubordinate.
- Using or abusing employer time, property, materials or equipment without authorization.
- Gambling on employer premises at any time.
- Sleeping on the job.
- Using offensive language.
- Bringing dangerous or unauthorized weapons on to employer premises.
- Defacing employer property.
- Engaging in criminal activity.
- Violating or abusing employer policies.
- Neglecting job duties.
- Bringing the organization into serious disrepute.

The company may consider an employee's job performance, prior violation of work rules, and other relevant circumstances in determining whether to counsel, warn, suspend or discharge an employee. It is up to the employee's supervisor and the company's management to decide whether corrective action, up to and including termination, is appropriate.

## Employee Classifications

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, NO EVIL FOODS classifies its employees as shown below. NO EVIL FOODS may review or change employee classifications at any time.

**Exempt.** Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

**Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

**Regular, Full-Time.** Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Regular, Part-Time.** Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

**Temporary.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any



initially stated period does not in any way imply a change in employment status.

**INTRODUCTORY PERIOD:** Full-time and part-time regular employees are on an introductory period during their first 90 days of employment. During this time, you will be able to determine if your new job is suitable for you, and your manager will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

### **Work Week & Hours of Work**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total number of hours that may be scheduled each day and week.

NO EVIL FOODS administrative offices are open for operation from 9am to 6pm, Monday through Friday.

### **Timekeeping**

If your job requires, you are responsible for clocking in and out properly for yourself. Clock in immediately before you are ready to begin working, no more than five minutes before you are scheduled to arrive, unless approved by a manager. Clocking in or out for a co-worker is not allowed. If you forget to clock in or out, let your manager know immediately.

To ensure that No Evil Foods has accurate time records and that employees are paid for all hours worked in a timely manner, nonexempt employees are required to accurately record all hours worked on a No Evil Foods timesheet.

### **Meals & Rest Break Periods**

Nonexempt employees should record all hours worked and breaks and lunches using the timeclock. Employees are expected to work with dedication and efficiency, anticipating the flow of the work day. Each non-exempt employee is paid up to 30 minutes for a lunch break and for up to two breaks of up to 15 minutes. Time on break periods in excess of these time periods will be unpaid. If you fail to clock back in from a break, please let a supervisor know so that your time can be accurately recorded.

Employees must ensure all time is recorded accurately. Fraudulent timekeeping and falsification of time records are subject to discipline, up to and including termination of employment.

### **Overtime**

Only Nonexempt employees are eligible for overtime pay. Nonexempt employees will receive





overtime pay in accordance with applicable federal and state law. Overtime pay is based on hours actually worked. Hours for paid time off will not be included in calculating overtime. Non-exempt employees should seek their manager's approval before exceeding 40 hours worked in any given workweek.

### **Deductions from Pay/Safe Harbor Exempt Employees**

The Company does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

**Permitted deductions.** The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

**Improper deductions.** If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the Human Resources Department. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

### **Paychecks**

NO EVIL FOODS' pay period for all employees is biweekly on Friday. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding or following workday. Paychecks are directly deposited into your checking and/or savings accounts. If no direct deposit information is on file, a paper check will be mailed to you. Please ensure you always



keep your current mailing address up to date in employee records to ensure you receive your pay checks and other important information in a timely fashion.

### **Personnel Files**

No Evil Foods maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases and other employment records.

Personnel files are the property of No Evil Foods, and access to the information they contain is restricted. Generally, only supervisors and management personnel of No Evil Foods who have a legitimate reason to review information in a file are allowed to do so.

### **Employment of Relatives & Personal Bias**

No Evil Foods wants to ensure that our employment practices do not create situations such as conflict of interest or favoritism based on employment of relatives. This extends to practices that involve employee hiring and promotion.

Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as the following: husband, wife, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, brother-in-law, sister, sister-in-law, step relatives and cousins.

Employees are responsible to report these situations to management immediately, as they arise. No Evil Foods will then meet with the employee(s) to determine the appropriate actions to be taken. In some cases, this may result in an employee not receiving a promotion as a result of the potential to create a conflict of interest resulting from perceived or real nepotism.

### **Separation from Employment**

No Evil Foods requests that all employees give at least two weeks notice and complete an exit interview. Employees completing the exit interview will be eligible to receive a payment for accrued and unused PTO. Upon separation from employment, employees may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the manager.

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Should you terminate employment with No Evil Foods and have questions, please contact the HR department.



## WORKPLACE SAFETY

Our Safety Motto is:

***"NO No Evil Foods team members were harmed in the production of this plant-based meat."***

We expect each employee to show up to work safe and return home to family and loved ones in the same condition as they arrived to work. Your health and safety are important to us. In your personal approach to health and safety:

- Be proactive.
- Be aware of your surroundings.
- Report issues & discuss improvements.
- Collaborate and engage.

### Alcohol & Drug Free Workplace

It is No Evil Foods' desire to provide a drug-free, healthy and safe workplace. To promote this goal, employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on No Evil Foods' premises and while conducting business-related activities off of No Evil Foods' premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violation of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor, a manager or HR and to receive assistance or referrals to appropriate resources in the community.

An employee with drug or alcohol problems which have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through No Evil Foods' health insurance benefit coverage if the employee qualifies for the coverage, or under another appropriate program arranged by the employee. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all No Evil Foods policies, rules, and prohibitions





relating to conduct in the workplace; and if granting the leave will not cause No Evil Foods any undue hardship.

All employees who are suspected of causing an accident or are hurt on the job and sent for medical treatment will be required to take a drug test.

A drug test may also be required if an employee is suspected of using alcohol or illegal drugs at work because of work habit changes or problems, or if an associate is responsible for damage of company property.

### **Tobacco Policy**

No Evil Foods, Inc is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. If you are a smoker, this is going to be a tough work environment for you. Motivated by our desire to provide a healthy work environment for our employees, a **Smoke-Free Workplace** policy has been adopted and shall apply to all employees of No Evil Foods, Inc. This policy covers the smoking of any tobacco product and the use of oral tobacco products, "spit" tobacco and e-cigarettes, and it applies to both employees and non-employee visitors of No Evil Foods, Inc.

The Smoke-Free Workplace policy applies to the entire No Evil Foods facility, parking lot and outside areas:

- All work hours, including breaks, and other times at which employees are on No Evil Foods locations or properties.
- All areas of buildings and property occupied by company employees.
- All company-sponsored off-site conferences, meetings and events.
- Any time you are wearing the No Evil Foods logo.
- All vehicles owned or leased by the company.
- All visitors (customers and vendors) to company premises.
- All contractors and consultants and/or their employees working on company premises.
- All employees, whether full-time, part-time, temporary or interns.

### **Workplace Violence Prevention**

No Evil Foods is committed to preventing workplace violence and to maintaining a safe work environment. No Evil Foods has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of No Evil Foods.



Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

No Evil Foods will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

No Evil Foods encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates. No Evil Foods is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

## **Health & Safety**

We are committed to maintaining a safe workplace. To further its goal, No Evil Foods may issue safety guidelines. You are required to comply with all No Evil Foods guidelines as well as any applicable federal, state and local laws regarding workplace safety. In addition, you must keep your work area organized and free of any potential hazards. Failure to follow No Evil Foods' safety guidelines may result in discipline.

If you witness any unsafe conditions or potential hazards (such as wet floors, broken equipment or defective appliances), you must report them to your direct supervisor immediately.

This is a demanding work environment. ***You must report all workplace injuries, accidents or illness to your manager as soon as possible, regardless of the severity.*** Failure to report injuries, accidents, or illness can result in disciplinary action up to and including termination.



### **Safety Data Sheets (SDS)**

All No Evil Foods employees have access to all Safety Data Sheets (SDS) for all chemicals used or stored on site. The SDSs include information such as the properties of each chemical, the physical, health and environmental hazards, and the safety precautions for handling. The Safety Data Sheet Center is located in the break area outside of the lab and is labeled as the "Safety Data Sheet Center".

### **Personal Protective Equipment (PPE)**

We at No Evil Foods believe it is our obligation to provide a hazard-free environment to our employees. Each employee encountering hazardous conditions must be protected against the potential hazards. The purpose of PPE is to shield or isolate individuals from hazards that may be present in the workplace. However, PPE devices are not to be relied on as the only means to provide protection against hazards. Rather, PPE devices are used in conjunction with other feasible control measures and sound work practices. No Evil Foods will provide all required PPE to all employees requiring it. It is the employee's responsibility to wear PPE whenever required.

### **Personnel and Plant Sanitation**

No Evil Foods is committed to creating a safe and sanitary work environment for all employees while ensuring the production of safe quality foods. All employees are responsible for following all Good Manufacturing Practices, Sanitation Standard Operating Procedures, and maintaining a clean work space.

### **Health and Sanitation**

No Evil Foods is committed to producing a safe and quality product. It is the responsibility of all No Evil Foods employees to follow all Good Manufacturing Practices at all times in the Production and Warehouse areas. Hands must be properly washed and sanitized following the Hand Washing Standard Operating procedure:

- Anytime entering the production area
- Immediately after using the restroom, eating or drinking
- Before putting on and changing gloves
- After touching your face, clothes, floor, or any unsanitary surface
- Anytime hands may have become contaminated

No personal items may be brought into the production area, they may be stored in a locker. Lockers will undergo an annual check, or whenever a potential safety or food safety issue is suspected.

Any behavior that could potentially result in the contamination of the product is prohibited. This includes:

- Eating or drinking in the production area
- Chewing gum in the production or warehouse areas





- Spitting in the production and warehouse area

### **Accident and Injury Reporting**

No Evil Foods is committed to the health and safety of all employees. In the case of an injury or accident, immediately seek medical attention and promptly report the injury or accident to a manager. No Evil Foods will not discharge or in any manner discriminate against any employee for reporting a work-related injury or illness. Employers, including our organization, are prohibited from discharging or in any manner discriminating against employees for reporting work-related injuries or illnesses. However, this does not prohibit our organization from disciplining employees who violate legitimate safety rules or reasonable reporting procedures.

It is the employee's responsibility to report all workplace accidents and injuries to a manager and fill out a workplace injury report as soon as possible. See your manager or HR representative immediately. You may not leave the building without completing the injury report. Your manager is responsible for a completed report. ALL employees are responsible for REPORTING injuries. Your manager or the HR Director is the ONLY one to call 911.

### ***Use of Equipment and Vehicle Policy***

Equipment, machinery and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment

### **Company Credit Cards & Company Vehicle Use**

Employees who have a No Evil Foods provided credit card require a credit check. Employees whose work requires operation of a motor vehicle must present and maintain a valid driver license and a driving record acceptable to our insurer. If you drive a company vehicle as part of your work, any changes in your driving record must be reported immediately to a manager. Failure to do so may result in disciplinary action up to and including termination.



### **Emergency Closings**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. We also expect every employee to make choices consistent with ensuring their own personal safety. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid unless a supervisor approves a PTO day upon the request of the employee.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

## **WORKPLACE GUIDELINES**

### **Job Performance & Excellence**

Communication between employees and managers is very important. Discussions regarding job performance are ongoing and often informal. We should all expect to receive feedback and coaching from each other to ensure we produce the best plant-based meats, anywhere.

Formal performance reviews are conducted annually and additional performance conversations occur and are documented throughout the year to provide visibility to where we need better training, tools and coaching to make the Company and our results better. Feedback and coaching is essential to our growth and success. Always feel comfortable asking your supervisor or manager for feedback, guidance and coaching to aid in your success at NO EVIL FOODS.

### **Performance Coaching & Discipline**

At any time, a leader may determine that an employee requires corrective action and discipline, different from the coaching we aim to provide that helps people grow and excel. When discipline may be needed, here is our approach.

No Evil Foods expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.





Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it are discussed with the employee. Oftentimes, these discussions are part of everyday interaction between supervisors and employees. When corrective action is needed, oftentimes informal discussion is escalated to a verbal warning.

Step 2: Counseling (Verbal Warning). If a private informal discussion with the employee has not resulted in corrective action or multiple policy or behavior issues occur, your supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present his or her views on the problem, (d) advise the employee on the problem(s) that must be corrected, (e) make the employee aware that failure to correct the problem will result in further disciplinary action up to and including termination, and (e) provide a brief document to the employee outlining the concerns the corrective actions needed.

Step 3: Written Warning. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor develops a written warning summarizing the issues, dates or list of issues and actions that have been in place and failed, (b) meets with the employee to review and discuss the issues, and (c) the employee is provided a summary of the written warning.

Step 4: Failure to improve. Failure to improve performance or behavior after the written warning can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing the same issue or a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded.

At any time, if employees believe they are being treated unfairly or don't understand feedback they are receiving, employees are encouraged to ask their supervisors for clarification and more information, or concerns can be brought to Human Resources.

### **Attendance and Punctuality**

No Evil Foods requires regular and punctual attendance from all employees. We can only work well when we all work together, on-time. Employees who are going to be absent for a full or partial work day or late for work should notify their supervisor as far in advance as possible. Non-exempt employees are expected to "clock in" or "punch in" at the time clock between five minutes before to up to five minutes after the shift start. Employees clocking in more than five minutes after their scheduled shift start are considered "late" for work. Employees who must miss work because of emergencies or other unexpected circumstances must notify their



supervisor as soon as possible by phone. If you fail to reach your supervisor, a follow-up email or text message is appropriate.

Absences will be considered excused if the employee receives approval from their supervisor to take time off in accordance with our Time-Off Policy. Absences also will be considered excused if the employee requested the time off in accordance with any applicable State or Federal leave laws.

An employee will be considered to have taken an unexcused absence if the employee is absent from work during scheduled work hours without adhering to our Time Off Policy or otherwise receiving prior approval, including full or partial day absences, late arrivals, and early departures.

***Employees who receive three late or unexcused absences within a 90-day period will receive disciplinary action up to and including termination of employment.*** No Evil Foods reserves the right to discipline employees for unexcused absences. Discipline may include counseling, oral or written warnings, suspensions or termination of employment, at No Evil Foods discretion.

### **Outside Employment**

We want your job at No Evil Foods to be your first job and work priority. If you do seek outside employment, it is important to notify your supervisor for approval. We are concerned with each employee's ability to be productive during their shift. If performance issues arise, we want to understand what may be influencing performance such as outside work. Should outside work become a recognized issue impeding performance, corrective action, including disciplinary action up to and including termination could result.

### **Sort of Dress Code**

No Evil Foods global headquarters, The Axis, doesn't have a dress code per se—instead, we support our team in being their most authentic selves. It's pretty simple – when it comes to personal expression, we ask our team members to use good judgment when deciding what to wear to work, and we have just one basic guideline: as long as it's **respectable** and **work-appropriate**, employees have the freedom to express their individual style. By being yourself, you're cultivating genuine connections among our team and making No Evil Foods a comfortable place to be.

Although we don't have a dress code, we do have requirements about what can be worn in our production areas to ensure food safety and quality.

### **Dress Code Requirements for Production Areas**

In order for No Evil Foods to ensure the safety of employees while ensuring the safety and quality of the product, the appropriate attire must be worn at all times in the production or warehouse areas. All employees are expected to adhere to the following at all times in the





production and warehouse areas:

- a. Have showered and appropriately washed hair and body
- b. Wear full length full coverage pants and shirt.
- c. Wear closed-toe and closed-heel shoes

All employees in the production area are also expected to:

- d. Remove all removable jewelry (excluding plain wedding bands and medical alert bracelets)
- e. No perfume or aftershave
- f. Wear hairnets and beard nets (when required)
- g. No nail polish or false nails
- h. In house shoes or booties must be worn

Additional requirements may be added in the future as our health and safety program develops to ensure that we produce the safest, highest quality products on the market.

### **Bulletin Boards**

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements and information for our team. The company reserves the right to refuse permission to post or to take down any announcement.

### **Social Media Acceptable Use**

We encourage both our customers and our teams to utilize our social media outlets. Please feel free to post, tag, and hashtag! Please ensure that your posts are in accordance with the non-disclosure agreement. Our Facebook page is No Evil Foods. Instagram is *NoEvilFoods*. Keep your posts clean and positive and have fun with it! If you have questions or ideas, please direct them to the marketing department.

In addition, NO EVIL FOODS encourages employees to share information with co-workers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the company has established the following guidelines for employee participation in social media.

**Note:** As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

**Off-duty use of social media.** Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their

ideas.

**On-duty use of social media.** Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

**Respect.** Demonstrate respect for the dignity of the company, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge No Evil Foods confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

**Post disclaimers.** If an employee identifies himself or herself as a company employee or discusses matters related to the company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the company and that the employee is expressing only his or her personal views. For example: "The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company's business. Employees must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

**Competition.** Employees should not use social media to criticize the company's competition and should not use it to compete with the company.

**Confidentiality.** Do not identify or reference company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

**New ideas.** Please remember that new ideas related to work or the company's business belong to the company. Do not post them on a social media site without the company's permission.

**Links.** Employees may provide a link from a social media site to the company's website during employment (subject to discontinuance at the company's sole discretion). Employees should contact the Web design group to obtain the graphic for links to the company's site and to register the site with the company.

**Trademarks and copyrights.** Do not use the company's or others' trademarks on a social media site, or reproduce the company's or others' material without first obtaining permission.





**Legal.** Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

**Discipline.** Violations of this policy may result in discipline up to and including immediate termination of employment.

*Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.*

### **Non-Solicitation**

An employee may not collect contributions from other employees or solicit support from other employees for any purpose whatsoever during the working time of the soliciting employee or the working time of the employee being solicited.

Except for company approved activities such as United Way, or JDF campaign there shall be no charitable solicitation during work time and in working areas. Solicitation during work time interferes with the work of employee teammates.

At No Evil Foods, we do respect everyone's decisions to support one another and encourage strong, positive relationships outside of the workplace. We do believe that if you have a child or fundraiser you are personally supporting, that you can solicit each other during break times and in the break room so long as it does not interfere with your positive relationships with one another.

### **IT Resources and Communication Policy**

This policy governs all IT resources and communications systems owned by or available at No Evil Foods, and all use of such resources and systems when accessed using an employee's own resources.

No Evil Foods' computers, networks, communications systems and other IT resources are intended for business purposes only (except for limited personal use as described below) during working time and at all other times. To protect No Evil Foods and its employees, it is our policy to restrict the use of all IT resources and communications systems as described below. Each user is responsible for using these resources and systems in a productive, ethical and lawful manner.

No one may use any communications or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, gender, gender identity, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.



The use of No Evil Foods' IT resources and communications systems by an employee shall signify his or her understanding of and agreement to the terms and conditions of this policy, as a condition of employment. Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.

### **Privacy**

All contents of the No Evil Foods' IT resources and communications systems are the property of the company. Therefore, employees should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind or form of information or communication transmitted to, received or printed from, or stored or recorded on the company's electronic information and communications systems.

You are expressly advised that in order to prevent against misuse, No Evil Foods reserves the right to monitor and review, without further notice, every employee's activities using the company's IT resources and communications systems, including but not limited to e-mail (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages and internet and social media postings and activities, and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, logins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The company may also store copies of such data and communications for a period of time after they are created and may delete such copies from time to time without notice.

Do not use the company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the company.

### **Security, Access, and Passwords**

It is the responsibility of each employee to adhere to IT security guidelines including but not limited to the creation, format and scheduled changes of passwords. All usernames, passcodes, passwords, and information used or stored on the company's computers, networks and systems are the property of No Evil Foods. No employee may use a username, pass code, password or method of encryption that has not been issued to that employee or authorized in advance by the company.

### **Social Media**

Please see the policy on social media usage.

### **Personal Use of the Internet**

We recognize that employees might work long hours and occasionally may desire to access the





internet (including social media) for personal activities at the office or by means of the company's computers, networks and other IT resources and communications systems. We authorize such occasional use so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity.

Using the internet (including social media) to access pornographic, sexually explicit or "hate" sites, or any other website that might violate the law or No Evil Foods policies against harassment and discrimination is never permitted.

Remember that No Evil Foods expressly reserves the right, without further notice, to monitor and review records of all websites visited by you, any postings or downloads you make while visiting web sites and during your other internet activities using the company's IT resources and communications systems, and you consent to such monitoring and review by your acknowledgement of this policy and your use of internet access provided by the company.

## **TOTAL REWARDS: COMPENSATION & BENEFITS**

NO EVIL FOODS recognizes the value of benefits to employees and their families. The company supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the company Summary Plan Descriptions (SPD), which are available with the Human Resources Department. To the extent of the information provided here conflicts with the SPD or full plan document, the full plan document will control.

### **Medical, Dental, and Vision Insurance**

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 90 days of service. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

NO EVIL FOODS provides multiple coverage options for health insurance. More information is available in the employee portal through iSolved.

New hires to NEF must make their benefits elections within their first 90 days of employment and during the open enrollment window annually. If you have questions on these programs, please contact HR.

### **Time-Off Policy**

We believe that our employees should live full and vibrant lives outside of work. Time off is important for balanced family life and for rest and recreation—it keeps you fresh and engaged and helping us to make the best No Evil Foods products possible!



### **Non-Exempt (Hourly) Employees:**

All non-exempt employees will be eligible to accrue Paid Time-Off (PTO) commensurate with the number of regular hours worked beginning on their first day of employment. Time off may be taken for any reason, including vacation, illness, or any other personal reasons. Full-time or part-time non-exempt employees must request approval for time off at least two weeks in advance of requested time off using the iSolved system. Management reserves the right to refuse time off requests either before or after this two-week deadline based on company needs.

If you call out without advance notice for any reason (sick, emergency, etc.) please leave a note in iSolved if you do not want to use your PTO bank to cover that time off. You must leave a note in iSolved — otherwise the default will be to use your PTO bank to cover this time off.

New hires will not be eligible to schedule or take PTO for their first 90 days. After 90 days of employment with NEF, employees will have immediately earned and accrued vacation from their first day worked through their 90<sup>th</sup> day. Overtime hours are not eligible for PTO accrual. Should an employee terminate in the first 90 days, the employee forfeits their accrued, unearned vacation.

Following the 90-day probationary period, employees may use up to five (5) days of unearned, unaccrued PTO in advance with supervisor approval. This is to accommodate employees wanting to take time off earlier in the year or longer vacation breaks. Up to 50 hours of PTO can be carried over into a following year and these hours must be used first.

Employees will accrue paid time off (PTO) on the following schedule:

<b>Tenure (service years to NEF)</b>	<b>PTO Hours earned per hour worked</b>	<b>Maximum hourly accrual per year</b>
0<1 year	0.040	60 hours
1<3 years	0.060	75 hours
3+ years	0.100	90 hours

**EXAMPLE:** An employee who has been with NEF for 2 years, who works a 9.5-hour day, earns 0.57 hours of time off per day. The same employee who works a full week of four 9.5-hour days will have earned 2.28 hours of time off. As time off is earned, it is accrued in an account that will be reflected as a balance in your paycheck.

In the event an employee is terminated involuntarily, the employees forfeit any accrued and unused PTO earned. Employees who resign giving at least two weeks' notice and who complete an exit interview will be eligible for a payout of accrued and unused PTO. Employees with a negative PTO balance at termination will pay back their balance at the employee's current hourly rate through their final paycheck.





### **Exempt (Salaried) Employees:**

So long as any full-time, exempt employee is able to timely and fully perform any assigned job duties, and generally shoulders his or her fair share of our work, they may take as much time off from work on regular business days as he or she wishes, within reason, with full pay. Time off may be taken for any reason, including vacation, illness, or any other personal reasons. While this policy is intended to be flexible, each employee must request approval from his or her manager/supervisor (by completing a PTO Request Form) in advance of any material absence and ensure that his/her work can be timely completed.

If you are planning time off, it is your responsibility to let your direct supervisors and team know as far in advance as is possible (recommend at least 2-4 weeks) in advance of when you will be out of the office. Advance notice allows us to plan for a team member's absence! Once time off is approved, it is your responsibility to send a calendar invite to your team and supervisors (and the HR department) to indicate that you will be "out of office."

If you would like time off with less than 4 weeks' notice, please speak to your supervisor. We want our salaried team members to be excited about taking ownership for their role! You should be available when needed regardless of personal time scheduled—important phone calls, meetings, and other time sensitive responsibilities must be covered. If you have time off planned, make sure to coordinate with your team and supervisors to have coverage for any of your responsibilities during that time off.

### **School Aged Children Leave**

All employees may take up to 4 hours of unpaid time-off per year to attend events at – or otherwise be involved in – their child's school up through high school graduation.

### **Holidays**

No Evil Foods observes the following national holidays. As a company committed to fostering inclusion, diversity and respect, we support our employees spiritual and personal choices. In addition to observing the federal holidays below, employees are welcome to observe other significant and recognized holidays (Rosh Hashanah, Yom Kippur, Eid Al-Fitr, Diwali, etc.) so long as appropriate notification to a manager or supervisor is requested and approved. For this benefit NEF provides employees two floating holidays in 2019 and three floating holidays per year in 2020 and later. These floating holidays are to be scheduled similar to any other time off, requested two weeks or more in advance and with manager/supervisor approval.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day



- Thanksgiving Day
- Christmas Day
- 2 Floating Holidays in 2019; 3 Floating Holidays in years thereafter

## Leaves of Absence

### Family and Medical Leave

No Evil Foods complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

**Basic Leave Entitlement.** The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

**Military Family Leave Entitlements.** Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to





five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

**Benefits and Protections During FMLA Leave.** During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the Company's employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**Employee Eligibility.** The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

**Definition of Serious Health Condition.** A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Use of Leave.** An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

**Substitution of Paid Leave for Unpaid Leave.** Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures found in its Vacation and Sick Leave policies.

**Employee Responsibilities.** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. The Company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The Company also may require a second, and if necessary, a third opinion (at the Company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to





return to work. The Company also may delay or deny approval of leave for lack of proper medical certification.

**Company Responsibilities.** The Company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

**Other Provisions.** Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly-skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the Company has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

**Unlawful Acts by Employers.** The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

**Enforcement.** An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **Military Leave**

NO EVIL FOODS supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member



should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any associate not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

HERE

### **Pay while on Leave**

Leaves of absence are unpaid. If you are a Part-time or Full-time Non-Exempt (hourly) employee, you may use your available PTO or other applicable paid leave in accordance with the provisions of those policies.

### **Benefits Continuation While on Leave**

Where required by law, NO EVIL FOODS will continue your company paid insurance coverage during your leave of absence subject to the same terms and conditions as if you were working.

### **Payroll Deductions While on Leave**

Supplemental benefit premiums, deductions, 401(k) contributions will continue to be deducted from your pay each pay period during your approved leave of absence. While on approved Leave, you will be responsible for making payment arrangements for your portion of premium for insurance programs and other regular deductions.

NO EVIL FOODS will work with you to determine the most appropriate payment arrangement. Checks should be made payable to No Evil Foods, Inc and submitted to Human Resources. Failure to make timely payments may result in cancellation of your coverage. You will be notified then (10) business days prior to cancellation of your insurance coverage.

### **NO EVIL FOODS Property While on Leave**

Prior to your approved leave of absence, you will be expected to return all NO EVIL FOODS Property. This includes your laptop/computer, company-issued credit card, supplies, keys and other related files and equipment. Items will be returned following your leave completion.

### **Failure to Return to Work**

If you do not return to work subsequent to the expiration of your approved leave of absence,





you will be terminated for job abandonment.

- You do not return to work immediately after the approved leave is completed AND additional unpaid leave has not been approved
- You refuse and equivalent position offered by NO EVIL FOODS upon return to work

### **Jury Duty**

NO EVIL FOODS encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate during their absence.

Employees on jury duty must report to work on workdays, or part of workdays, when they are not required to serve. Either NO EVIL FOODS or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties. Jury duty will be unpaid unless required by applicable state law.

### **Time Off for Voting**

No Evil Foods recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

### **Bereavement**

As a NO EVIL FOODS employee, you may receive bereavement leave consistent with this policy and state law.

- You can receive up to five (5) days of unpaid leave for a death in your immediate family. Immediate family is defined as your grandparent, parents, spouse, siblings, children, step-children, and grandchildren.
- You can receive up to three (3) day of unpaid leave for a death in your extended family. Extended family is defined as your spouse's parents, brother-in-law, sister-in-law, or grandparents of either you or your spouse.
- You can receive one (1) day unpaid leave for relatives who are not listed as immediate or extended family members.

### **Workers Compensation**

In order to provide for payment of your medical expenses and for partial salary continuation in



the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the seventh consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to your supervisor or the human resources department. This ensures that No Evil Foods can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.





## EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I, \_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_ (Date), I received a copy of No Evil Foods, Inc.'s Handbook ("**Handbook**") and that I read it, understood it and agree to comply with it. I specifically acknowledge that I read, understood, and agree to comply with the provisions of the Handbook relating to the treatment of confidential and proprietary information. I understand that No Evil Foods, Inc. has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the Handbook at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the senior management team of No Evil Foods, Inc. I also understand that any delay or failure by No Evil Foods, Inc. to enforce any rule, regulation, procedure contained in the Handbook will not constitute a waiver of No Evil Foods, Inc.'s right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, **I am employed at will and the policies in the No Evil Foods Employee Handbook do not modify my at-will employment status.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 10



**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP

# NO EVIL

FOODS

LIFEHACK YOUR PROTEIN



## Good Manufacturing Practices Training

# Training Overview

- Who?
- Definitions
- Why?
- Hazards to Food Safety
- Disease Control
- Cleanliness
- Conduct
- First In, First Out
- Good Documentation Practices
- Recap
- Quiz!!



## Who?

- **ALL** No Evil Foods employees are responsible for complying with **ALL** Good Manufacturing Practices.
- Following our GMP's is one of the big keys to our success!
- Every employee will undergo initial as well as annual training on Good Manufacturing Practices.

# Definitions

- **Cleaning** - The removal of soil, food residue, dirt, grease or other objectionable matter.
- **Sanitation** - To adequately treat cleaned surfaces by a process that is effective in destroying vegetative cells of pathogens and in substantially reducing numbers of other undesirable microorganisms, but without adversely affecting the product or its safety for the consumer.
- **Cross-contamination** - Unintentional transfer of a pathogen from a food or surface to another food or surface.
- **Allergen cross-contact** - Unintentional incorporation of a food allergen into a food.

# Our Definitions

**Warehouse Area** - The area outside of the production area where any ingredient, material, or product is stored or handled.

**Gowning**- The rooms you must go through before entering the production area, including Production Office.

**Production Area** - The space where product is prepared and packaged. This is the most controlled area in the facility. It is broken up into rooms:

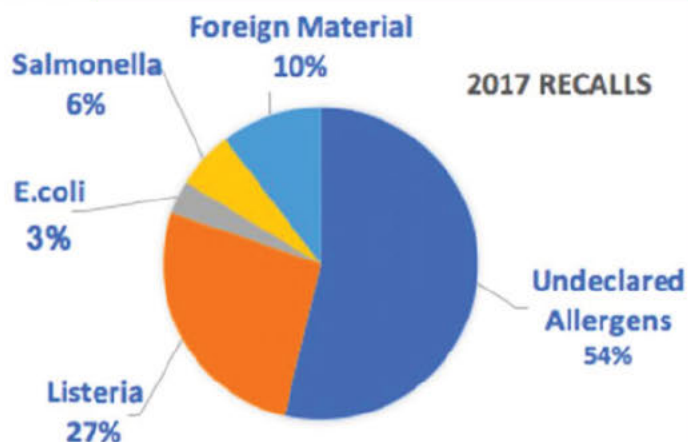
- Mixing Room
- Making Room
- Dish Room
- Packaging Room

**Boxing Area**- The space where packaged product is put into its unit and case box

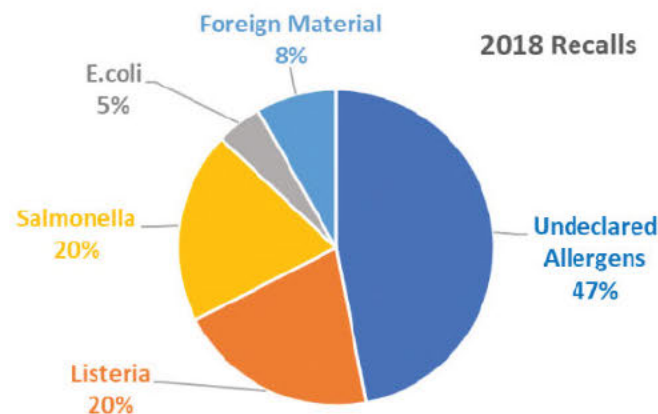
# Why do Personnel GMPs matter

- About 48 million people get sick (1 in 6), 128,000 are hospitalized, and 3,000 die each year from foodborne diseases in the U.S.

In 2017 there were 456 Food Recalls in the US.



In 2018 there were 382 Food Recalls in the US.





# Recall Example



# Hazards

## Food Safety Hazards

For Processors

### Biological

- Bacteria
- Viruses
- Parasites
- Molds









### Chemical

- Pesticides
- Processing chemicals
- Drug residue
- Allergens



### Physical

Naturally present in foods	Handling/processing materials
<ul style="list-style-type: none"> <li>▪ Bones </li> <li>▪ Pits </li> <li>▪ Bugs </li> </ul>	<ul style="list-style-type: none"> <li>▪ Glass </li> <li>▪ Metal </li> <li>▪ Hair </li> </ul>

# Controlling for Physical Hazards

## Examples:

- Metal
- Plastic
- Glass
- Rocks
- Jewelry

- Visually inspect all equipment prior to use
- Visually inspect product throughout process
- Visually inspect incoming ingredients
- Ensure team members don't have anything in their pockets etc. that could get into product



## Taking care!

- Being extra cautious during activities involving plastic-metal contact
- opening ingredients properly
- Be gentle with equipment

# Controlling for Chemical Hazards

## Examples:

- Allergens
  - Chemicals
  - Mycotoxins
- 
- Keep chemicals stored away from food
  - Use approved packaging materials
  - Use approved food grade lubricants

Chemical Hazards			
Naturally Occurring	Added	Contaminates	From packaging Materials
Allergens	Polychlorinated biphenyls (PCBs)	Lubricants	Plasticizers
Mycotoxins	Agricultural chemicals	Cleaners	Vinyl chloride
Scombrototoxin (histamine)	Prohibited substances	Sanitizers	Printing/coding inks
Ciguatera toxin	Toxic elements and compounds	Coatings	Adhesives
Mushroom toxins	Food additives	Paints	Lead
Shellfish toxins	Vitamins and minerals	Refrigerants	Tin
		Water or steam treatment chemicals	
		Pest control chemicals	

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# Allergens

Our allergens:

Wheat (Vital Wheat Gluten)

Soy (Soy Sauce and Miso Paste)



Figure 1: The "Big Eight" Allergens: Tree Nuts, Peanuts, Soy, Egg, Milk, Fish, Wheat and Shellfish.

- Approved suppliers with allergen control programs
- Allergen storage
- Allergen labeling
- Allergen cleaning between products
- Allergen label verification

# Biological Hazards - some of the bad bacteria

- THE BADDEST: **Listeria monocytogenes**



- THE 3RD BADDEST: **E. coli**



- THE 2ND BADDEST: **Salmonella**



# Biological Hazards - Some more bad bacteria

- STILL REAL BAD: **Staphylococcus aureus**



- UP THERE AS REAL BAD: **Clostridium botulinum**



- BAD, NOT GOOD: **Bacillus cereus**

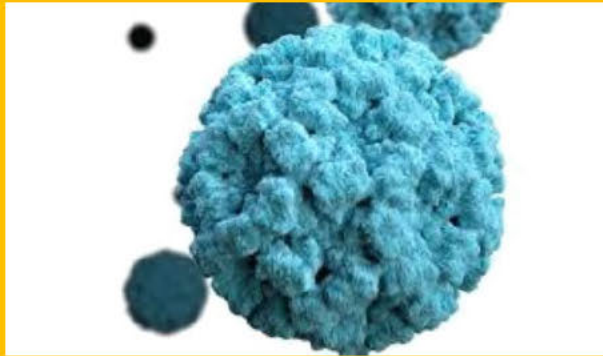


- ALSO BAD: **Clostridium perfringens**



# Biological Hazards - Viruses

## Norovirus



## Hepatitis A



Viruses are usually spread by not washing hands properly and through coughing and sneezing of an infected person



# Controlling for Biological Hazards

Following all of these GMPs!!

- Proper handwashing
- Disease Control
- Being clean at work
- Keeping raw and cooked foods separate

Biological Hazards			
Bacteria (spore-forming)	Bacteria (non-spore-forming)	Viruses	Protozoa & Parasites
<i>Clostridium botulinum</i>	<i>Brucella abortus</i>	Hepatitis A and E	<i>Cryptosporidium parvum</i>
<i>Clostridium perfringens</i>	<i>Brucella suis</i>	Norwalk virus group	<i>Diphyllobothrium latum</i>
<i>Bacillus cereus</i>	<i>Campylobacter</i> spp.	Rotavirus	<i>Entamoeba histolytica</i>
	Pathogenic <i>Escherichia coli</i> ( <i>E. coli</i> O157:H7, O111:H43)		<i>Giardia lamblia</i>
	<i>Listeria monocytogenes</i>		<i>Ascaris lumbricoides</i>
	<i>Salmonella</i> spp. ( <i>S. typhimurium</i> , <i>S. enteritidis</i> )		<i>Taenia solium</i>
	<i>Shigella</i> ( <i>S. dysenteriae</i> )		<i>Taenia saginata</i>
	<i>Staphylococcus aureus</i>		<i>Trichinella spiralis</i>
	<i>Streptococcus pyogenes</i>		
	<i>Vibrio cholerae</i>		
	<i>Vibrio parahaemolyticus</i>		
	<i>Vibrio vulnificus</i>		
	<i>Yersinia enterocolitica</i>		

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## Disease Control

Before beginning work at No Evil Foods all employees must review and sign the employee health policy agreeing to report any symptoms, diagnosed illnesses, or exposure to illness to a manager. This includes (but is NOT limited to):

- Reporting any symptoms of Diarrhea, Vomiting, Jaundice (yellowing of the skin and/or eyes), Sore throat with fever, Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part (such as boils and infected wounds, however small).
- Reporting any symptoms or any exposure of Norovirus, Salmonella Typhi (typhoid fever), Shigella spp. infection, E. coli infection (Escherichia coli O157:H7 or other EHEC/STEC infection), or Hepatitis A

Employees who have illnesses that could lead to the potential contamination of the product will not be permitted to work in the production area.

## Cuts, Scrapes, and other injuries!

- All cuts, scrapes, and wounds must be reported to the shift supervisor or a qualified manager/supervisor before beginning work in production and the injury will be analyzed on a case by case basis.
- If deemed acceptable a cut or scrape must be effectively cleaned and covered appropriately by an approved glove at all times in the production area.
- Any work related injury (cut, scrape, hurt knee.) must be reported to a manager ASAP and a work place injury report will be filled out.
- In the event of an injury which causes spillage of bodily fluid, properly trained employee shall ensure that all affected areas including handling and processing areas have been adequately cleaned and that all materials and products have been quarantined and disposed of.

## General Cleanliness

- All personnel will have showered and appropriately cleaned their hair and body before entering the facility.





## When to Wash Hands

- **Anytime you enter the production area**
- Immediately after using the restroom.
- **After eating or drinking**
- Before putting on and after taking off any gloves
- After touching your face, clothes or any unsanitary surface
- After handling garbage, after touching a pallet, skid, floor mat or picking up product from the floor etc.
- Whenever your hands have become contaminated

# How to wash hands

1. Wet hands, wrists, and forearms with clean water using the designated hand sink
2. Apply appropriate amount of soap
3. Scrub hands, wrists, forearms, and fingernails with soap and water for at least 20 seconds.
4. Rinse off all soap with clean water
5. Dry hands, wrists and forearms with single use disposable paper towel.
2. Apply hand sanitizer if in the production area

1. To either the outside of gloves or to clean hands



According to the CDC, hands are the second-leading cause of foodborne illness and handwashing is the single most effective means of preventing food contamination.

# Gloves

- Gloves act as an additional barrier to protect any food or food-contact surface from potential contamination and to further protect the employee.
- However they can easily become contaminated if not handled appropriately.
- It is vital that all employees understand that they must follow proper hand washing before putting on and after taking off any gloves

## Gloves will be worn:

- At all times handling food or food contact surfaces in the Production Area

## Gloves will be changed:

- Whenever they become soiled/contaminated
- Any time they are punctured
- Any time a task is changed (i.e working with raw ingredients to washing dishes)
- At least every two hour

# Clothing – What to Wear

*ALL clothing worn in the  
production area must be  
clean!*



- Full length, full coverage pants
- Full coverage short or long sleeve shirts
- ★ White smocks will be worn at all times in the production area
- ★ Smocks with black logo on white patch will be worn in the packaging room
- ★ Smocks with white logo on black patch will be worn in the other production areas.
- ★ Note: **NO SMOCKS IN BOX**



# Clothing – What Not to Wear

- Shorts or skirts
- Tank tops
- Crop tops
- Flowy sleeves
- Holey pants or shirts
- No exposed hoods, hats or beanies are permitted in the Production Area.
- Note: Any fabric worn on head must be fully covered with a hairnet



# In-House Shoes



- In-house shoes will be kept in the shoe room and worn at all times in the production area.
- In house shoes may be covered with booties and worn outside of the production area within the facility.
- Personal shoes may be kept in ones locker or on the shoe shelf in the shoe room.
- Make sure to change out of your in-house shoes during your lunch break
- Shoes must be clean at the start of each shift and maintained by each employee
- You **MUST** change your shoes before going outside.
- All shoes must remain on site at all times!
- Note: If going into the production area without in-house shoes booties must be worn

# Hair

- At all times in the production area:
  - Hair must be properly restrained and fully covered with the appropriate provided hairnets
  - Hairnets should cover ears!
  - Beard nets must be worn, when required.





## Getting gowned up!

1. Put on hairnet

2. Put on smock

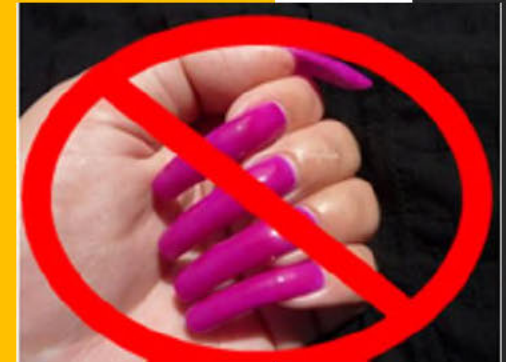
3. Take off shoe covers



# Nails



- Nails must be **clean and cut short**.
  - This limits the amount of bacteria that could be present and to lessen the likelihood of glove tearing which could lead to possible contamination.
- **NO** nail polish and/or false nails.
  - This protects against any possible physical or bacterial contamination that could occur.



# Jewelry

- **All** removable jewelry must be removed before entering the production area. Including:

- Bracelets
- Necklaces
- Earrings
- Facial piercings
- Rings

Any **non-removable** jewelry **must** be effectively covered with an approved covering any time in the production gowning and boxing areas

Examples of this include:

- Wedding bands
- Emergency alert bracelets

# Fragrance

- No perfume or aftershave can be worn in the production area.



# Personal Items

- No personal items may be brought into the production area. They may be stored in your locker.
- Personal Items Include:
  - **Clothing that isn't being worn**
  - **Bags**
  - **Water Bottles**
  - **Cell phones**
  - **Headphones**
  - **Keys**
  - **Loose Change**
  - **Etc.**

\*A clear, plastic, closable water bottle may be filled with water and stored on the designated shelf in the gowning room.





# Conduct

**Any behavior that could potentially result in the contamination of the product is prohibited. This includes:**

- Eating or drinking in the production area
- Coughing or sneezing on exposed product
- Chewing gum in the production or warehouse areas
- Spitting in the production or warehouse areas
- The use of any tobacco products on site

Eating, drinking and chewing gum is permitted in the break room and area and is prohibited in the Warehouse Area, Boxing Area, and Production Area

All tobacco products are strictly prohibited on site.

- This includes vaping, ecigarettes, chewing tobacco, etc.

## Conduct Cont.

- All personnel engaged in any food handling, preparation or processing operations shall ensure that products and materials are handled and stored in such a way as to prevent damage or product contamination. They shall comply with the following processing practices:
  - Personnel entry to processing areas shall be through the personnel access doors only
  - All doors are to be kept closed
  - Doors shall not be left open for extended periods when access for waste removal or receiving of product/ingredient/packaging is required
  - Packaging material, product, and ingredients shall be kept in appropriate containers as required and off the floor
  - Waste shall be contained in the bins identified for this purpose and removed from the processing area on a regular basis and not left to accumulate
  - Staff shall not eat or taste any product being processed in the food handling/contact zone
  - All wash down hoses shall be stored on hose racks after use and not left on the floor

# First in, First Out

## What is FIFO?:

- Method of organizing that refers to using the first things purchased and brought “in” first so that they are also the first things “out.”
- FIFO is used to rotate the inventory or stock so that the oldest foods are used first making them less likely to spoil.
- All ingredients, packaging material or any items received **first** will be used completely before any other item with a later receiving date is used.
- All finished goods produced **first** shall be shipped before any other item with a later production date is shipped.
- All ingredients, packaging materials and finished goods will be rotated so that the earliest receiving or production date is on the front of the shelf.

## First in, First Out

1. **Locate products with the soonest "best before" or "use-by" dates.**
2. **Remove items that are past these dates or are damaged.**
3. **Place items with the soonest dates at the front.**
4. **Stock new items behind the front stock; those with the latest dates should be at the back.**
5. **Use/sell stock at the front first.**



# First in, First Out

Examples

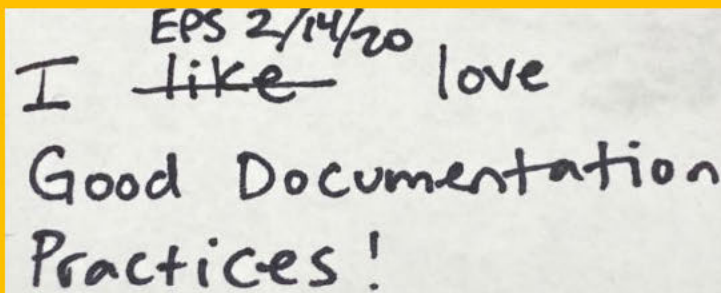
Rotating (Nut) Milk:



This concept is also used for equipment. Rotating equipment will distribute its use and wear, therefore wearing all containers at an even rate

## Good Documentation Practices

- All production paperwork is a legal document and good documentation practices must be followed:
- Must be written with a blue or black pen. No pencils!
- If you need to cross something out: draw a single straight line through the mistake and initial and date.
- Use clear, detailed, and professional language



Handwritten note on a piece of paper, demonstrating good documentation practices. The text is written in black ink. At the top, it says "EPS 2/14/20". Below that, the sentence "I ~~like~~ love" is written, with a single straight line drawn through the word "like". Below this, the words "Good Documentation Practices!" are written in a clear, professional font.

# Recap of major changes and Reminders!

## Changes

- Boxing area considered separate from production area
- In-House Shoes to be worn only in production area
  - Shoes covers worn over them all other times
- No smocks in Box!
  - No in-house shoes in box
- Proper order of putting on PPE

## Reminders

- Jewelry must be removed
  - If non removable must be covered with approved covering
- Wash hands whenever hands may have become contaminated
  - Including after eating and drinking
  - Including after going to the bathroom
- No personal items allowed in production area
  - Including items in pockets

# Questions?





No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 11



**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP

# NO EVIL

FOODS

LIFEHACK YOUR PROTEIN



## COVID-19 Emergency Response Plan

## Some facts about COVID-19

- COVID-19 is a respiratory illness that can spread from person to person
  - It is mainly spread between people who are in close contact with one another (within about 6 ft) through respiratory droplets produced when an infected person coughs or sneezes
  - It also may be possible to spread the virus by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly eyes, but this is not thought to be the primary way the virus spreads.
  - The symptoms include
    - Fever
    - Cough
    - Shortness of breath

## COVID-19 and Food

- Department of Homeland Security
  - “If you work in a critical infrastructure industry, as defined by the Department of Homeland Security, such as healthcare services and pharmaceutical and **food supply**, **you have a special responsibility to maintain your normal work schedule.**”
- There has been no indication that the Coronavirus can be transmitted through food



## Following guidance from the FDA, CDC, WHO, NCDHHS

- **“How do I maintain social distancing in my food production facility where employees typically work within close distances?**
    - To prevent spread of COVID-19, CDC is recommending individuals employ social distancing or maintaining approximately 6 feet from others, when possible. In food production facilities an evaluation should be made to identify and implement operational changes that increase employee separation. However, social distancing to the full 6 feet will not be possible in some food facilities.”
    - “The risk of an employee transmitting COVID-19 to another is dependent on distance between employees, the duration of the exposure, and the effectiveness of employee hygiene practices and sanitation. When it’s impractical for employees in these settings to maintain physical distancing, effective hygiene practices should be maintained to reduce the chance of spreading the virus”
- (FDA <https://www.fda.gov/food/food-safety-during-emergencies/food-safety-and-coronavirus-disease-2019-covid-19>)
- Scientific and epidemiological evidence strongly suggests that good personal hygiene practices, including proper hand washing, is key and likely the difference between maintaining a safe environment and someone potentially getting infected and sick.

# What are some precautions NEF has taken for COVID-19

- **Limit all onsite team members to those required for production as much as possible to increase overall social distancing in the facility.**
- **Ban all non-essential business travel**
- **Leadership has daily meetings twice a day to review and monitor all current guidance**
  - Update the COVID-19 board with all new information
- **Circulated air with MERV 13 filtration in the production area and MERV 8 for the rest of the facility**
- **Ensure all Good Manufacturing Practices are followed**
- **Limit all visitors to only business essential visitors**
  - Implement visitor questionnaire for all required visitors
- **Increase social distancing as much as possible throughout the facility**
- **Hand Sanitizer in all common areas around facility**
- **Provide team members with a mask and ask all team members to wear a mask while in rooms with others**
  - Masks should be washed daily using washing machine or boiled for 3 minutes
- **Enhanced disinfecting activities throughout the facility**
  - With EPA rated disinfectants to eliminate 100% of COVID-19 Coronavirus
- **Remove all reusable dishes from the break room**
  - Require all team members to only use disposable cups when refilling water at water stations

# What is my role?

- **No Evil Foods STRONGLY encourages team members to limit all social interaction outside of work as much as possible**
  - Follow North Carolina mandate and stay inside unless performing activities deemed critical
  - Limit trips to the grocery store, convenience store, etc. as much as possible
  - Refrain going offsite to pickup lunch
- **Do not come to work if you are sick!**
- **Do not come to work if you have been exposed to anyone with COVID-19**
- **Communicate with your supervisor!**
- **Follow GMPs**
  - Wash your hands!
  - Sanitize your hands (our hand sanitizer is EPA rated to eliminate the Coronavirus)
- **Make sure you use your arm to cover any cough or sneeze**
  - Never cough or sneeze directly into your hand
  - If you cough or sneeze in the production area:
  - Evaluate potential exposure to product and/or team members and objects
  - Wash your hands immediately
  - Put your gown in the disposal bin
  - Get a fresh gown

## How do I maintain social distancing at No Evil Foods?

- **1 person per table while on break, or one on each end (6 ft. distance)**
- **Limit number of people in gowning rooms to 2 people**
- **Use the station footprints to maintain distance while working**
- **Shift change procedure**
  - All surfaces wiped down in between 1st and 2nd shift
  - 2nd Shift stay in their cat during the shift change until waved in once 1st shift has left
- **If you can't maximize distance minimize time**
- **Wear gloves, smocks, and clean clothes at all times in production area**
- **After touching commonly touched surfaces avoid touching your face and wash your hands as soon as possible**
- **Avoid touching your face!**



## Quarantine/Self-Isolation related to COVID-19

- **If an employee is directed to quarantine due to a suspected case of COVID-19:**
  - Employee directed to quarantine – STAY HOME
  - No Evil Foods will notify employees how many employees have been issued orders to quarantine.
  - We will NOT communicate an individual's name. Your personal medical information is CONFIDENTIAL.
  - Follow our SOP for COVID-19 response including sanitization procedures.
- **We will require clearance from a healthcare professional before team members are cleared to return to work**

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 12



# NO EVIL

FOODS

LIFEHACK YOUR PROTEIN



## COVID-19 Weekly Update

# What happened this week?

- **Alpet wipes approved to eliminate 100% of COVID-19 on surfaces!**
- **1 bandana mask issued to each team member**
  - All team members should wear masks while working in spaces with others
- **Shift Change Sanitation Increased**
  - All surfaces in the production area wiped down with Alpet wipes or Divosan Spectrum
- **6ft. Distancing on floor using station footprints**
- **Hand Sanitizer in common areas all around facility**
- **Family meal served take-out window style**
  - 6 ft. apart when lining up for food
- **Shift Change Protocol**
  - 2<sup>nd</sup> Shift will stay in their car during the shift change until 1<sup>st</sup> Shift has left the building
  - Team members are expected to clock in and be on the floor within 10 minutes from wave in time



## What happened this week?

- 1 Team member expressed potential cold-like symptoms
  - They were immediately sent home and additional sanitation was performed
  - Health Care professional cleared employee for return to work
    - Not a suspected case of COVID-19
- 2 Team members are under quarantine
  - Both due to potential exposure to a suspected case of COVID-19
  - None have shown any symptoms
  - We will follow guidance of healthcare professionals clearing individuals/suspected cases returning to work
- We promise to communicate updates to the team once all information is collected.

- Team meets every day to discuss new updates, guidance, new preventative measures, and ideas.

- Team:

- (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 13





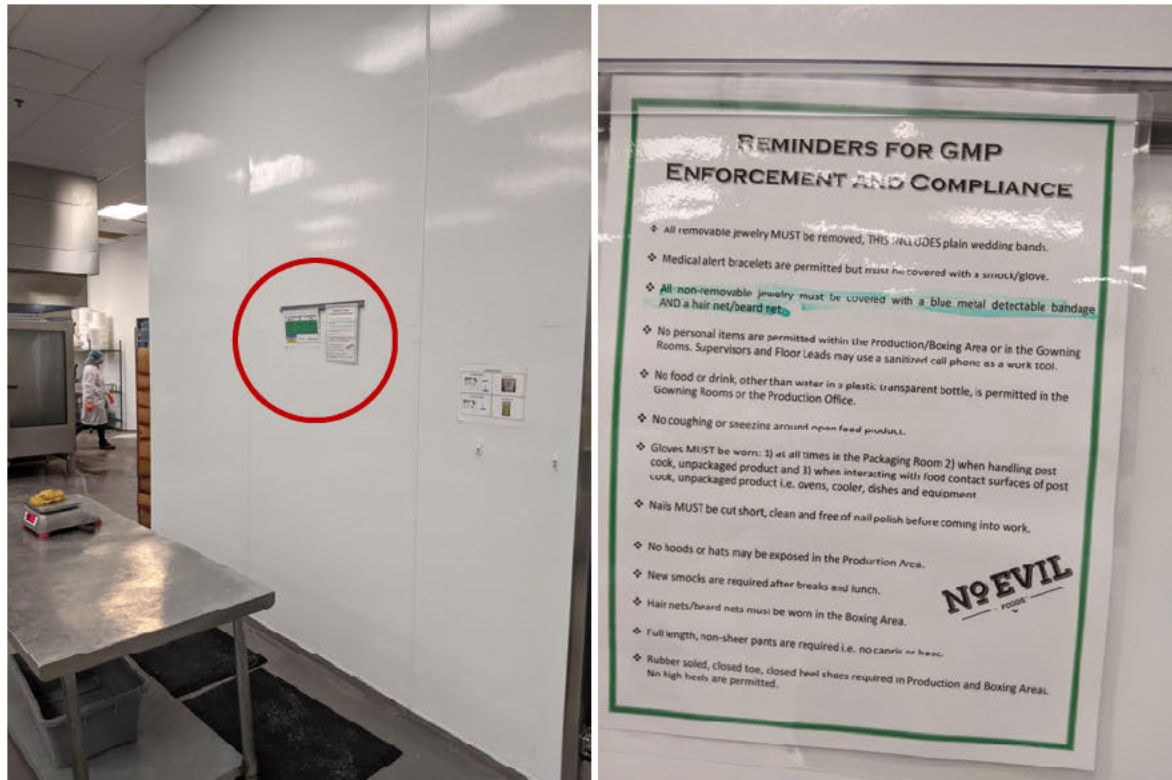


You must wear a face mask on beyond this point!

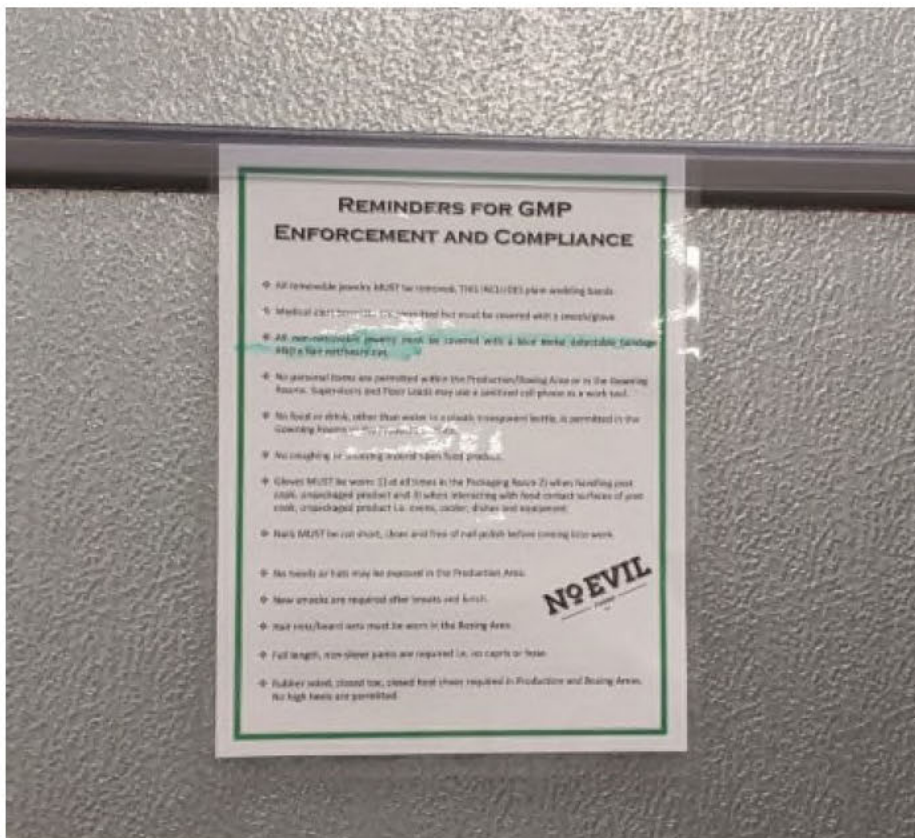


You must wear a face mask at all times when in the building except when **in the breakroom and only while you are eating or drinking!**

MSH 05/05/20



Picture 1 – Make Room Posting #1



Picture 2 – Make Room Posting #2



## REMINDERS FOR GMP ENFORCEMENT AND COMPLIANCE

- ❖ All removable jewelry MUST be removed, THIS INCLUDES plain wedding bands.
- ❖ Medical alert bracelets are permitted but must be covered with a smock/glove.
- ❖ All non-removable jewelry must be covered with a blue metal detectable bandage AND a hair net/beard net.
- ❖ No personal items are permitted within the Production/Boxing Area or in the Gowning Rooms. Supervisors and Floor Leads may use a sanitized cell phone as a work tool.
- ❖ No food or drink, other than water in a plastic transparent bottle, is permitted in the Gowning Rooms or the Production Office.
- ❖ No coughing or sneezing around open food product.
- ❖ Gloves MUST be worn: 1) at all times in the Packaging Room 2) when handling post cook, unpackaged product and 3) when interacting with food contact surfaces of post cook, unpackaged product i.e. ovens, cooler, dishes and equipment.
- ❖ Nails MUST be cut short, clean and free of nail polish before coming into work.
- ❖ No hoods or hats may be exposed in the Production Area.
- ❖ New smocks are required after breaks and lunch.
- ❖ Hair nets/beard nets must be worn in the Boxing Area.
- ❖ Full length, non-sheer pants are required i.e. no capris or hose.
- ❖ Rubber soled, closed toe, closed heel shoes required in Production and Boxing Areas. No high heels are permitted.

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FOODS



No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 14





## NEW HIRE ONBOARDING – Process Checklist

Employee Last Name:	(b) (6), (b) (7)(C)	Employee First Name:	(b) (6), (b) (7)(C)
Start Date:	(b) (6), (b) (7)(C)		

### PRE-START

Complete?	Document/Action	Type
✓	Notify Leadership Team Exec. Assistant a key code must be assigned. Include full name, shift & access type.	Action
✓	Send Offer Letter (pdf)	Document & Action
✓	Receive Offer Letter (pdf)	Document & Action
✓	Send New Hire Paperwork Packet	Document & Action
✓	Add to Office Keys as needed	Action
✓	IT: Order & configure a computer as needed	Action
✓	Add to distribution Lists? Please list:	Action
✓		Action
✓	Install Microsoft Premium or Microsoft Essentials	Action
✓	Add to Sharepoint folders? Please list:	Action
✓		Action
✓	IT: Order & configure IT access as needed	Action
✓	(b) (6), (b) (7)(C)	Action
✓	Last Pass	Action
✓	Other (please list):	Action

### DAY ONE

Complete?	Document/Action	Type
✓	Communicated Synergy Wellness Plan (\$5.77 payroll deduction, eligible after 90 days)	Action
✓	Communicated benefits package	Action
✓	What to Expect (First Day)	Document
✓	Employment Application	Document
✓	W-4 (Federal Income Tax)	Document
✓	NC-4 (State Income Tax)	Document
✓	I-9 (USCIS Work Auth.) & HR/Rep copy ID(s), inspect	Document & Action
✓	Emergency Contact Information	Document
✓	Diet Allergen Information	Document
✓	Non-Disclosure Agreement; employee signs & employer countersigns (b) (6), (b) (7)(C)	Document & Action
✓	Photo Release Waiver	Document



## NEW HIRE ONBOARDING – Process Checklist

✓	Employee Handbook Acknowledgement: employee signs & employer countersigns (b) (6), (b) (7)(C)	Document & Action
✓	Offered Direct Dep. Form (attach voided check if possible)	Document
✓	Employee Health Policy	Document
✓	Complete 'Jobs' section in 'Employee Maint.'	iSolved Action
✓	Complete 'Default Schedule' in 'Employee Man. Tools'	iSolved Action

\*Included in New Hire Packet

### DAY ONE (Continued)

Complete?	Document	Action
✓	Route completed file to Finance and Admin for processing	Action
CC	Finance – I-9 Sec 2, E-Verify, check 'e-Verify complete'	iSolved Action +
N/A	Finance – Verify Direct Deposit is completed	iSolved Action
<del>X</del>	Admin – Add new employee to birthday calendar contacts	Action
<del>X</del>	Admin – Add employee anniversary to company calendar	Action
<del>X</del>	Admin – Add employee to Employee Info spreadsheet	Action
<del>X</del>	Admin – Set up in 365 (contacts and distribution lists)	Action
<del>X</del>	Admin – Record photo release information	Action
<del>X</del>	Admin – Record allergy information in Employee Info spreadsheet	Action
<del>X</del>	Admin – Email allergy information to Chef de Resistance	Action
✓	Admin – Add time clock ID (same as front door code)	iSolved Action
✓	HR – complete NC Hire	Action
✓	Return File to HR and place file in the ACTIVE employee file cabinet	Action
✓	QA provides new hire onboarding presentation & welcome	Action
✓	New employee manager provides site tour, introductions to team members, begins training	Action
	Capture headshot picture for the Who's Who wall	Action
	Email shirt size to Field Marketing Commander	Action

(b) (6), (b) (7)(C)

HR or Authorized Representative (print)

(b) (6), (b) (7)(C)

HR or Authorized Representative (signature)

(b) (6), (b) (7)(C)

DATE (MM/DD/YYYY)





## EMPLOYEE INFORMATION

Employee Name: (b) (6), (b) (7)(C) Preferred Name: (b) (6), (b) (7)(C)  
Position: (b) (6), (b) (7)(C) Shift: (b) (6), (b) (7)(C)  
Email: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)  
Address: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
(street) (city) (state) (zip)

Referred by: \_\_\_\_\_

T-shirt size: (b) (6), (b) (7)(C) Shoe Size: (b) (6), (b) (7)(C) Preferred Pronoun: (b) (6), (b) (7)(C)  
Allergies: (please circle) (b) (6), (b) (7)(C)

## EMERGENCY CONTACT INFORMATION

### Emergency Contact #1

First Name: (b) (6), (b) (7)(C)  
Last Name: (b) (6), (b) (7)(C)  
Home Phone #: \_\_\_\_\_  
Cell Phone #: (b) (6), (b) (7)(C)  
Email: \_\_\_\_\_  
Relationship: (b) (6), (b) (7)(C)

### Emergency Contact #2

First Name: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Home Phone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Relationship: \_\_\_\_\_

### Employee Signature

(b) (6), (b) (7)(C)

(Printed Name)

(b) (6), (b) (7)(C)

(Signature)

(b) (6), (b) (7)(C)

(Date)





## PHOTO RELEASE WAIVER

No Evil Foods is revolutionizing the food industry, and that means we get a lot of attention in the media and on our social channels. We're thrilled to be in the spotlight, but we want to respect how much of that spotlight you want, too!

I, **(b) (6), (b) (7)(C)** (print name),

**(b) (6), (b) (7)(C)** **Agree** to allow No Evil Foods, entities working on behalf of No Evil Foods, and members of the press/media working with the consent of No Evil Foods to record, videotape, and photograph my likeness and/or my voice. I release No Evil Foods and entities working on their behalf from any liability, damages, or claims of any kind resulting from the use or capture of this media. I understand that all media will become the property of No Evil Foods, and I will not be prior notified or compensated for the use of such media.

I agree to allow this media to be shared and published:  
(Check one)

- ☐ On any platform internally or externally (website, blogs, social media, email newsletter, magazines, etc.)
- ☐ Internally only (company emails, photo wall at The Axis, onboarding presentations, etc.)

**(b) (6), (b) (7)(C)** **Do not agree** to allow No Evil Foods, entities working on behalf of No Evil Foods, or members of the press/media working with the consent of No Evil Foods to record, videotape, and photograph my likeness and/or my voice. I understand that I must notify any photographers/videographers of this choice prior to media being captured.

No Evil Foods recognizes that employees reserve the right to refuse having their photo taken on any given day, regardless of what they've selected on this form. If you do not wish to be photographed/recorded on a certain day, please notify any photographers/videographers prior to media being captured.

**(b) (6), (b) (7)(C)**

Employee Signature

**(b) (6), (b) (7)(C)**

Date /

# Employee Health Policy Agreement



## Reporting: Symptoms of Illness

I agree to report to the manager when I have:

1. Diarrhea
2. Vomiting
3. Jaundice (yellowing of the skin and/or eyes)
4. Sore throat with fever
5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part (such as boils and infected wounds, however small).

## Reporting: Diagnosed Illnesses

I agree to report to the manager when I have:

1. Norovirus
2. Salmonella Typhi (typhoid fever)
3. Shigella spp. infection
4. E. coli infection (Escherichia coli O157:H7 or other EHEC/STEC infection)
5. Hepatitis A

Note: The manager must report to the Health Department when an employee has one of these illnesses.

## Reporting: Exposure of Illness

I agree to report to the manager when I have been exposed to any of the illnesses listed above through:

1. An outbreak of Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or Hepatitis A.
2. A household member with Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or hepatitis A.
3. A household member attending or working in a setting with an outbreak of Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or Hepatitis A.

## Exclusion and Restriction from Work

If you have any of the symptoms or illnesses listed above, you may be excluded\* or restricted\*\* from work.

\*If you are excluded from work you are not allowed to come to work.

\*\*If you are restricted from work you are allowed to come to work, but your duties may be limited.

## Returning to Work

If you are excluded from work for having diarrhea and/or vomiting, you will not be able to return to work until more than 24 hours have passed since your last symptoms of diarrhea and/or vomiting.

If you are excluded from work for exhibiting symptoms of a sore throat with fever or for having jaundice (yellowing of the skin and/or eyes), Norovirus, Salmonella Typhii (typhoid fever), Shigella spp. infection, E. coli infection, and/or Hepatitis A, you will not be able to return to work until Health Department approval is granted.

## Agreement

I understand that I must:

1. Report when I have or have been exposed to any of the symptoms or illnesses listed above; and
2. Comply with work restrictions and/or exclusions that are given to me.

I understand that if I do not comply with this agreement, it may put my job at risk.

Food Employee Name (please print) \_\_\_\_\_

(b) (6), (b) (7)(C)

Signature of Employee \_\_\_\_\_

(b) (6), (b) (7)(C)

Date \_\_\_\_\_

(b) (6), (b) (7)(C)

Manager (Person-in-Charge) Name (please print) \_\_\_\_\_

(b) (6), (b) (7)(C)

Signature of Manager (Person-in-Charge) \_\_\_\_\_

(b) (6), (b) (7)(C)

Date \_\_\_\_\_

(b) (6), (b) (7)(C)

# Diet and Allergen Declaration Form

\* Required

**1. Full Name \***

(b) (6), (b) (7)(C)

**2. Select your department \***

*Mark only one oval.*

(b) (6), (b) (7)(C)

Operations

Administration

Finance

Warehouse

Sales

Innovation and Marketing

Leadership

**3. Which would best describe your diet? \***

*Mark only one oval.*

(b) (6), (b) (7)(C)

Vegan (entirely plant-based)

Vegetarian (plant-based + animal products)

Flexitarian (mostly plant-based with occasional inclusion of animals and animal products)

Omnivore (plants and animals)

Other: \_\_\_\_\_

**4. Please check all known food allergies \***

*Check all that apply.*

(b) (6), (b) (7)(C)

None

Wheat

Tree Nuts

Peanuts

Seeds

Soy

Other: \_\_\_\_\_

5. If you do have a known food allergy, tell us more about the severity and required medical action plan in the case of an emergency.

---

---

---

---

---

6. What are some of your favorite kinds of food? \*

*Check all that apply.*

(b) (6), (b) (7)(C)

Mexican and South American

Asian

Italian

Indian

Mediterranean

Middle Eastern

African

Southern

Other: \_\_\_\_\_

7. What are some of your favorite items to eat? \*

*Check all that apply.*

(b) (6), (b) (7)(C)

Pizza

Tacos

Burgers and Sandwiches

Pasta

Breakfast

Salads/Bowls

Soups and Stews

Other: \_\_\_\_\_

Powered by

 Google Forms



## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into by and between No Evil Foods, Inc., a Delaware corporation ("Disclosing Party"), with a principal place of business located at 108 Monticello Road, Suite 2000, Weaverville, North Carolina 28787, and (b) (6), (b) (7)(C), an individual resident of the State of (b) (6), (b) (7)(C), ("Receiving Party"), with an address of (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), as of the (b) (6), (b) (7)(C) day of (b) (6), (b) (7)(C), 2020. Disclosing Party and Receiving Party may be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, the Parties may hold, have held and/or intend to continue to hold discussions regarding a business relationship between the Parties related to Receiving Party's rendering services as an employee for Disclosing Party's business (the "Business Relationship");

WHEREAS, in connection with the Purpose (defined below), Disclosing Party will exchange and Receiving Party will have access to the Confidential Information (defined herein) of Disclosing Party; and

WHEREAS, Disclosing Party desires to protect its Confidential Information.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### 1. Confidential Information.

1.1 Definition of Confidential Information. Receiving Party recognizes that certain information created and used in Disclosing Party's business is not generally known by the public, including any and all information of Disclosing Party relating to such Party or its directors, officers, managers, employees, stockholders, members, partners, and affiliates (collectively, "Related Parties"), its or their businesses, products and services, disclosed affirmatively or to which access is gained, whether verbally, visually, in tangible or other form, whether prior to or after the date hereof, including (a) recipes, product formulations, product specifications, product analyses, formulation techniques, manufacturing techniques, manufacturing processes, packaging designs, specifications, closure specifications, mechanisms and designs, volume information, flavors, flavor systems, colors, samples, compositions, raw materials, and physical and chemical characteristics of compounds; (b) manufacturing techniques, manufacturing processes, equipment specifications, safety and efficacy data, quality assurance and quality control systems and data, testing data, and facility audit reports; (c) research, ideas, strategies, drawings, designs, inventions, know-how, and trade secrets; (d) software, hardware, codes, and algorithms; (e) information related to current or future technology, markets, and proposed products and services of Disclosing Party and its Related Parties; (f) ingredient pricing, product and service pricing, packaging pricing, distribution and delivery pricing, financial information, corporate information, procurement requirements, business and contractual relationships, customer identities, supplier identities, business forecasts, and marketing plans; and (g) information of third parties with respect to which Disclosing Party is obligated to maintain confidentiality (such information, to the extent disclosed or accessed in connection with the Purpose, collectively, "Confidential Information"). Receiving Party expressly acknowledges and agrees that, by virtue of the Purpose, it will have access to certain Confidential Information of Disclosing Party and that Confidential Information constitutes confidential and proprietary business information of Disclosing Party or its Related Parties (as applicable), all of which is the exclusive property of Disclosing Party or its Related Parties (as applicable).

1.2 Exclusions from Definition of Confidential Information. Information of Disclosing Party or its Related Parties (as applicable) will not be considered Confidential Information if Receiving Party can demonstrate that such information: (i) was in the public domain at the time it was disclosed to Receiving Party through no fault of Receiving Party or any other person or entity owing a duty of confidentiality to Disclosing Party or its Related Parties; (ii) after disclosure to Receiving Party, enters the public domain through no fault of Receiving Party or any other person or entity owing a duty of confidentiality to Disclosing Party or its Related Parties with respect thereto; or (iii) was independently developed by Receiving Party without reference to any information of Disclosing Party or

its Related Parties (as applicable) communicated to or accessed by Receiving Party (as evidenced by the Receiving Party's written records).

### 1.3 Non-Disclosure and Restrictions on Use.

(a) Non-Disclosure. Receiving Party agrees that it will hold all Confidential Information in confidence and will not disclose such Confidential Information to any person or entity. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information only to its Related Parties and independent contractors (including attorneys and financial advisors), in each case, who have a need to know such information to fulfill, and to advise in connection with, the Purpose and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement or other duty of confidentiality, in each case, containing covenants at least as restrictive as those contained herein. Receiving Party's non-disclosure obligations will not apply to Confidential Information that (i) was in the possession of Receiving Party without any obligation of confidentiality at the time of disclosure (as evidenced by Receiving Party's written records as they existed prior to disclosure by Disclosing Party); (ii) is expressly approved by Disclosing Party or its Related Parties (as applicable) in writing for disclosure (but only as to the specifically approved disclosure); or (iii) otherwise became known to Receiving Party through means other than a breach of this Agreement or an independent confidentiality obligation.

(b) Restrictions on Use. Receiving Party agrees that it will not, itself, or permit any person or entity to, directly or indirectly, without the prior written consent of Disclosing Party: (i) use Confidential Information for anything, including use for the benefit of any person or entity (including Receiving Party) other than Disclosing Party or its Related Parties (as applicable); (ii) remove or reproduce any document or tangible item embodying or pertaining to any Confidential Information; (iii) decompile, disassemble or reverse engineer Confidential Information; (iv) publish, release, disclose or deliver or otherwise make available to any person or entity any Confidential Information by any communication, including verbal, documentary, electronic or magnetic information transmittal device or media; or (v) make, have made, use, or sell, for any purpose, any product or other item using or offer any service, in each case, incorporating or derived from any Confidential Information, except, solely in each case of (i) through (iv) above, as is required in connection with the Purpose and subject to the other terms and conditions of this Agreement.

(c) Responsibility for Disclosure and Mis-use. For purposes of this Agreement, "Receiving Party" and "Party" (when referring to Receiving Party), will refer to Receiving Party and its Related Parties and will also include Receiving Party's independent contractors that are permitted access to Confidential Information as provided for in Section 1.3(a). As such, Receiving Party agrees that it will cause its Related Parties and independent contractors (as applicable) to observe the obligations set forth in this Agreement and acknowledges that it will be responsible for the failure of any such person or entity to do so.

(d) Purpose of Disclosure and Use of Confidential Information. It is understood and agreed to by each Party that any exchange of Confidential Information under this Agreement will be solely for the purposes of evaluating a possible Business Relationship between the Parties and, if the Parties determine to proceed with a Business Relationship, the consummation of the transactions contemplated by the Business Relationship and, if applicable, the negotiation and execution of transaction documentation with respect thereto (the "Purpose").

1.4 Degree of Care. Receiving Party will take reasonable security precautions, using at least the same degree of care it uses to protect its own confidential information, but in any case using no less than a reasonable degree of care, to keep Confidential Information confidential. Receiving Party represents, warrants and covenants that it maintains (and will continue to maintain) an information security program (including physical security of tangible embodiments of Confidential Information and equipment (such as computers, servers, networks, systems and mobile devices) containing Confidential Information) that is designed to (i) ensure the security and confidentiality of Confidential Information, (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, (iii) protect against unauthorized access to or use of such Confidential Information, and (iv) ensure proper disposal of such Confidential Information (when disposal is required).



1.5 Notification of Unauthorized Disclosures. Receiving Party will immediately notify Disclosing Party in writing upon discovery of any disclosure, loss, misuse, or misappropriation of Confidential Information in contravention of the terms hereof.

1.6 Mandated Disclosure by Governmental Authority. Receiving Party will also immediately notify Disclosing Party in writing of any request by any court, regulatory agency, governmental authority or other similar authority that Confidential Information be disclosed and will consult with Disclosing Party on legally available steps to resist or to limit such disclosure request, cooperating with Disclosing Party and using its best efforts to protect Confidential Information from disclosure or further disclosure. If Receiving Party is prohibited by law, court order, or order of any governmental authority or other similar authority, in each case, with appropriate jurisdiction, from notifying Disclosing Party of Receiving Party's obligation to produce the Confidential Information, Receiving Party will use its best efforts to have confidential treatment preventing any further disclosure accorded to the Confidential Information. If, after Receiving Party has complied with the requirements of this Section, Receiving Party is required by law, court order, or order of any governmental authority or other similar authority, in each case, with appropriate jurisdiction, to produce the Confidential Information, such disclosure of Confidential Information will be made for the sole purpose of complying with the law, court order, or order of any governmental authority or other similar authority and any information disclosed will remain Confidential Information.

1.7 Notice of Whistleblower Immunity. Notwithstanding anything to the contrary contained herein: (a) Receiving Party will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, or to an attorney, in each case solely for the purpose of reporting or investigating in good faith a suspected violation of law; or (ii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and (b) if Receiving Party files a suit for retaliation by Disclosing Party for reporting a suspected violation of law, Receiving Party may disclose trade secrets to Receiving Party's attorney and use the trade secret information in the proceeding if Receiving Party (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to an order in accordance with Section 1.6. This Section 1.7 will not apply where Receiving Party is not a prospective or current employee, independent contractor or consultant of Disclosing Party.

1.8 Representations and Warranties with respect to Confidential Information. Receiving Party hereby acknowledges that Disclosing Party makes no representations or warranties of any kind concerning the accuracy or comprehensiveness of Confidential Information, nor will any such representation or warranty be implied. Disclosing Party expressly disclaims any and all liability that may be based on errors in, omissions from, or any decisions made by Receiving Party in reliance on any Confidential Information. Representations or warranties (if any) concerning the Confidential Information will only be found in definitive documentation relating to the Business Relationship. For purposes of clarification, nothing herein will be deemed to obligate a Party to enter into any formal business relationship with the other Party. It is understood by Receiving Party that the Confidential Information may relate to products and services that are under development or planned for development. It is further understood that Disclosing Party does not warrant or represent that it will introduce any planned product or service to which the Confidential Information relates and that Disclosing Party reserves the right at any time to alter its plans and strategies, and the prices, features, specifications, capabilities, functions, release dates, general availability and other characteristics of any product or service.

1.9 Ownership and Rights in Confidential Information. All Confidential Information, in whatever form, delivered by Disclosing Party to Receiving Party, or to which Receiving Party has access, in connection with the Purpose, will be and remain the property of Disclosing Party or its Related Parties (as applicable). Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any proprietary rights, by license or otherwise, to any Confidential Information, or to any invention, patent, copyright, trademark, or other intellectual property right that has issued or been or that may be issued or created, based in whole or in part on such Confidential Information.

1.10 Return or Destruction of Confidential Information. Except as is necessary for Receiving Party to comply with legal obligations, any documents or media containing or reflecting Confidential Information, and all

copies (including electronically archived copies), extracts, or other reproductions thereof, in whatever form, will be promptly returned to Disclosing Party upon the termination of this Agreement or, upon written request of Disclosing Party, promptly destroyed, within ten (10) days of request therefor, and will not be retained in any form by Receiving Party. Receiving Party will certify to Disclosing Party in writing the destruction of any material pursuant to this Section 1.10.

2. **Term.** Either Party may terminate this Agreement at any time upon written notice to the other Party. Notwithstanding the termination hereof, the Receiving Party's obligations of confidentiality and non-disclosure under this Agreement will continue in perpetuity from the date hereof.

3. **Disputes.**

3.1 **Indemnity.** Receiving Party agrees to indemnify (including in connection with claims between the Parties hereto) and hold Disclosing Party and its Related Parties harmless from any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from the breach of this Agreement, including any such damages, loss, cost, or liability resulting from any disclosure by the Receiving Party of a third party's confidential information in breach of this Agreement.

3.2 **Governing Law.** This Agreement will be governed by and construed under the laws of the State of New York without regard to the laws of that jurisdiction that would make such choice ineffective.

3.3 **Arbitration.** Any and all claims, controversies and cause of action arising out of or relating to this Agreement, whether sounding in contract, tort or statute, will be governed by all of the laws of the State of New York, including, its statutes of limitations, without regard to the conflicts of law principles thereof that would require the application of the laws of another jurisdiction will be resolved by binding arbitration administered by American Arbitration Association ("AAA"), in accordance with the Commercial Arbitration Rules of AAA, except as otherwise provided herein, before a single neutral arbitrator in New York, New York. Each Party will bear its own costs and expense of such arbitration except as set forth in Section 3.1. All forum fees and expenses, including AAA's fees, will be advanced equally by the Parties and will not be assessed against any Party as part of an award, except as set forth in Section 3.1, provided, however, that the failure of a Party to timely advance its portion of any arbitration fees will entitle the other Party to a default award (if the non-paying Party is the respondent) or dismissal with prejudice (if the non-paying Party is the claimant). Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the Parties, unless to protect or pursue a legal right.

3.4 **Injunctive Relief.** Receiving Party agrees that any breach will cause Disclosing Party or its Related Parties substantial and irreparable damage, the amount of which may be difficult to measure, and therefore, in the event of any such breach, in addition to such other remedies that may be available, Disclosing Party or its Related Parties (as applicable) will have the right to seek and obtain injunctive relief, without posting bond or other security therefor. Receiving Party agrees that there is no adequate remedy at law for any breach of this Agreement, and hereby waives as a defense to injunctive relief that there is an adequate remedy at law. The Parties agree that any claim relating to this Agreement in which temporary or permanent injunctive relief is sought may be brought in either the Commercial Division (if it has jurisdiction) of the Supreme Court of the State of New York of and for the County of New York, or, if it has jurisdiction, in the United States District Court for the Southern District of New York, and each Party hereby submits to personal jurisdiction in such courts, affirmatively waiving the defense of forum *non conveniens* with respect thereto. The Parties may also bring any such action in any other court that has appropriate jurisdiction. The Parties additionally agree that service of process in any such proceedings in any such court may be effected by mailing a copy thereof by certified mail (or any substantially similar form of delivery), postage prepaid, to the other Party at the address shown herein, or at such other address as either Party will designate to the other in writing, such service being hereby acknowledged by the Parties to be effective and binding service in every respect.

4. **Miscellaneous.**



4.1 Assignment. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

4.2 Notices. All notices required or permitted under this Agreement will be in writing and delivered personally, by overnight delivery with proof of receipt, or by deposit in the United States Post Office by certified mail, postage prepaid, addressed to the other Party at the address shown herein, or at such other address or addresses as either Party will designate to the other in writing.

4.3 Severability; Scope. Except as provided in this Section 4.3, if any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision will be eliminated solely to the extent that it is illegal, invalid, or unenforceable without invalidating the remainder of such provision or the remaining provisions of this Agreement. Receiving Party acknowledges and agrees that the relevant public policy aspects of restrictive covenants have been discussed and that every effort has been made to limit the restrictions placed upon Receiving Party to those that are reasonable and necessary for the protection of the very strong business interest and goodwill of Disclosing Party and its Related Parties, their present and potential business activities and the economic benefits derived therefrom. Receiving Party agrees they are reasonable for such purposes. However, if any restriction set forth in this Agreement is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or materials or is otherwise overly restrictive in any particular respect, it will be interpreted to extend only over the maximum period of time, range of activities and materials, or other aspect of scope as to which it may be enforceable.

4.4 Entire Agreement. This Agreement supersedes all previous verbal and written agreements, if any, between the Parties regarding the treatment of Confidential Information or matters relating to the Business Relationship or Purpose and expresses the entire agreement between the Parties with respect to the subject matter hereof. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which the Receiving Party or its Related Parties is granted access in consideration with the evaluation, negotiation or consummation of a business transaction, notwithstanding acceptance of such offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such confidentiality conditions, it being understood and agreed that the confidentiality obligations of the Receiving Party and its Related Parties with respect to the Confidential Information are exclusively governed by this Agreement and may not be amended or modified except by an agreement executed by the Parties in writing.

4.5 Amendments. Any modifications of this Agreement will be in writing and signed by both Parties.

4.6 Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver of any term hereof. The waiver of any provision of this Agreement may only be effected by a writing signed by the Party against whom enforcement of the waiver is sought. No waiver of any of the provisions of this Agreement will be deemed a waiver of any other provisions hereof (whether or not similar), nor will any such waiver constitute a continuing waiver unless otherwise expressly so provided.

4.7 Third Party Beneficiaries. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the Parties and the Related Parties (as applicable) (and, to the extent set forth herein, their respective successors, and permitted assigns) any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision hereof.

4.8 Counterparts; Signatures. This Agreement may be executed in counterparts, both of which, taken together, will constitute the Agreement. For purposes of this Agreement, a facsimile or .pdf of a Party's signature printed by a receiving facsimile or printer will be deemed an original signature.

4.9 Construction; Headings. This Agreement will be deemed drafted jointly by the Parties, and no ambiguity is to be construed against one Party over the other. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The captions and headings used in this Agreement

are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." This Agreement is in the English language only, which language will be controlling in all respects and any versions hereof in any other language will be for accommodation only and will not be binding upon the Parties hereto. All communications to be made or given pursuant to this Agreement will be in the English language.

4.10 Publicity. Except as may, in the opinion of counsel to a Party, be required by law, neither Party will, without the prior written consent of the other Party, make any public announcement regarding or otherwise disclose to any person or entity this Agreement, the Business Relationship, or any other discussions taking place between the Parties, including the fact that any discussions are taking place at all.

4.11 General Representations and Warranties. Each of the Parties represents and warrants that: (a) the execution, delivery and performance of this Agreement (i) has been duly authorized and represents its legal, valid and binding obligation, enforceable in accordance with its terms and (ii) does not contravene any contractual obligation or restriction binding upon or affecting such Party; and (b) it has the corporate or other requisite authority to enter into this Agreement and to perform its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

NO EVIL FOODS, INC.

(b) (6), (b) (7)(C)

By: \_\_\_\_\_  
Name (b) (6), (b) (7)(C)  
Title: \_\_\_\_\_

(b) (6), (b) (7)(C)

[EMPLOYEE NAME]



## EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I, **(b) (6), (b) (7)(C)** (employee name), acknowledge that on **(b) (6), (b) (7)(C)** (Date), I received a copy of No Evil Foods, LLC's Handbook ("Handbook") and that I read it, understood it and agree to comply with it. I specifically acknowledge that I read, understood, and agree to comply with the provisions of the Handbook relating to the treatment of confidential and proprietary information. I understand that No Evil Foods, LLC has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the Handbook at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the senior management team of No Evil Foods, LLC. I also understand that any delay or failure by No Evil Foods, LLC to enforce any rule, regulation, procedure contained in the Handbook will not constitute a waiver of No Evil Foods, LLC's right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, **I am employed at will and the policies in the No Evil Foods Employee Handbook do not modify my at-will employment status.**

**(b) (6), (b) (7)(C)**

(Employee Signature)

**(b) (6), (b) (7)(C)**

(Printed Name)

**(b) (6), (b) (7)(C)**

(Date)



# NO EVIL FOODS®

PLANT MEATS

## Employment Application

### Applicant Information

Full Name: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C)  
Last First M.I.  
Address: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Apartment/Unit #  
Street Address (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
City State ZIP Code  
Phone: (b) (6), (b) (7)(C) Email: (b) (6), (b) (7)(C)  
Date Available: (b) (6), (b) (7)(C) Social Security No.: (b) (6), (b) (7)(C) DOB (Month/Day only): (b) (6), (b) (7)(C)  
Position Applied for: (b) (6), (b) (7)(C)

Are you a citizen of the United States? YES NO (b) (6), (b) (7)(C) If no, are you authorized to work in the U.S.? ☐ YES ☐ NO

Have you ever worked for this company? YES NO (b) (6), (b) (7)(C) If yes, when? \_\_\_\_\_

Have you ever been convicted of a felony? YES NO (b) (6), (b) (7)(C)

If yes, explain: \_\_\_\_\_

### Education

High School: (b) (6), (b) (7)(C) Address: (b) (6), (b) (7)(C)  
From: (b) (6), (b) (7)(C) To: (b) (6), (b) (7)(C) Did you graduate? YES NO (b) (6), (b) (7)(C) Diploma: (b) (6), (b) (7)(C)  
College: (b) (6), (b) (7)(C) Address: (b) (6), (b) (7)(C)  
From: (b) (6), (b) (7)(C) To: (b) (6), (b) (7)(C) Did you graduate? YES NO (b) (6), (b) (7)(C) Degree: \_\_\_\_\_  
Other: (b) (6), (b) (7)(C) Address: (b) (6), (b) (7)(C)  
From: (b) (6), (b) (7)(C) To: (b) (6), (b) (7)(C) Did you graduate? YES NO (b) (6), (b) (7)(C) Degree: \_\_\_\_\_

### References

Please list three professional references.

Full Name: (b) (6), (b) (7)(C) Relationship: (b) (6), (b) (7)(C)



Company: (b) (6), (b) (7)(C) Phone: \_\_\_\_\_  
Address: (b) (6), (b) (7)(C) \_\_\_\_\_  
Full Name: (b) (6), (b) (7)(C) Relationship: (b) (6), (b) (7)(C)  
Company: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)  
Address: \_\_\_\_\_  
Full Name: (b) (6), (b) (7)(C) Relationship: (b) (6), (b) (7)(C)  
Company: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)  
Address: \_\_\_\_\_

**Previous Employment**  
Company: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)  
Address: (b) (6), (b) (7)(C) Supervisor: (b) (6), (b) (7)(C)  
Job Title: (b) (6), (b) (7)(C) Starting Salary: \$ (b) (6), (b) (7)(C) Ending Salary: \$ (b) (6), (b) (7)(C)  
Responsibilities: (b) (6), (b) (7)(C)  
From: (b) (6), (b) (7)(C) To: (b) (6), (b) (7)(C) Reason for Leaving: (b) (6), (b) (7)(C)  
May we contact your previous supervisor for a reference? YES NO  
(b) (6), (b) (7)(C)

Company: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)  
Address: (b) (6), (b) (7)(C) Supervisor: (b) (6), (b) (7)(C)  
Job Title: (b) (6), (b) (7)(C) Starting Salary: \$ (b) (6), (b) (7)(C) Ending Salary: \$ (b) (6), (b) (7)(C)  
Responsibilities: \_\_\_\_\_  
From: (b) (6), (b) (7)(C) To: (b) (6), (b) (7)(C) Reason for Leaving: \_\_\_\_\_  
May we contact your previous supervisor for a reference? YES NO  
☐ ☐

Company: (b) (6), (b) (7)(C) Phone: \_\_\_\_\_  
Address: (b) (6), (b) (7)(C) Supervisor: (b) (6), (b) (7)(C)  
Job Title: (b) (6), (b) (7)(C) Starting Salary: \$ (b) (6), (b) (7)(C) Ending Salary: \$ (b) (6), (b) (7)(C)  
Responsibilities: \_\_\_\_\_  
From: \_\_\_\_\_ To: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_  
May we contact your previous supervisor for a reference? YES NO

☐ ☐

**Military Service**

Branch: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Rank at Discharge: \_\_\_\_\_ Type of Discharge: \_\_\_\_\_

If other than honorable, explain: \_\_\_\_\_

**Disclaimer and Signature**

*I certify that my answers are true and complete to the best of my knowledge.*

*If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.*

Signature: \_\_\_\_\_

(b) (6), (b) (7)(C)

Date: \_\_\_\_\_

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Application for (b) (6), (b) (7)(C) @ No Evil Foods

#### EXPERIENCE

(b) (6), (b) (7)(C)

#### SKILLS

(b) (6), (b) (7)(C)

#### EDUCATION

(b) (6), (b) (7)(C)

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 15



**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP



Status	Last Name	First Name	Preferred Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description	Notes
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Coaching	(b) (6), (b) (7)(C) Conversation, attendance	(b) (6), (b) (7)(C) left the floor without telling management. When I reminded (b) (6), (b) (7)(C) to give us a heads up about leaving the floor (b) (6), (b) (7)(C) asked even to go to the bathroom?" I said, yes, you aren't asking permission to use the restroom, just letting us
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Verbal Warning	(b) (6), (b) (7)(C) and three other employees decided to stop the line on (b) (6), (b) (7)(C) 2020 in anticipation of a break due to miscommunication and poor assumptions that were made by the team. (b) (6), (b) (7)(C) was expecting the team to continue the run. A disagreement erupted between employees and their supervisor where employees acted inappropriately. (b) (6), (b) (7)(C) was part of the employee group that continued negative, non-team behaviors following - name calling of the supervisor and anger. (See notes for more detail)	(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) to discuss the incident. (b) (6), (b) (7)(C) maintained a position that (b) (6), (b) (7)(C) did not recall the emotional aspects of the incident including raised voices and disrespectful language used by (b) (6), (b) (7)(C) and fellow employees. Although (b) (6), (b) (7)(C) could recall many specifics, some of the most egregious and offensive (b) (6), (b) (7)(C) could not. In the meeting (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) addressed issues that (1) team cannot stop production and needs to get clarity - focus on driving production. (2) (b) (6), (b) (7)(C) involvement in the incident was clear based upon witness statements despite (b) (6), (b) (7)(C) claim and (b) (6), (b) (7)(C) accountable. The expectation is to not participate and work to drive clarity and de-escalate situations in the future. (3) We expressed concerns about (b) (6), (b) (7)(C) lack of clarity around the events of the altercation and the link to her ability to perform (b) (6), (b) (7)(C) role effectively if (b) (6), (b) (7)(C) cannot recall details like this.
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Verbal Warning	First Warning - Verbal From (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2020 Warning - Attendance Policy Violation (Verbal)	(b) (6), (b) (7)(C) provided good information about the level of confusion
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Performance	Coaching	You have been late early on the following days (b) (6), (b) (7)(C) 2020 During a training on performance reviews, (b) (6), (b) (7)(C) was using (b) (6), (b) (7)(C) phone and inattentive during a class explaining changes to the performance review process, expectations on performance, and how to successfully achieve career goals while at NEF. As (b) (6), (b) (7)(C) I had to stop the class and ask if (b) (6), (b) (7)(C) could pay attention to the material and text at the same time. I asked (b) (6), (b) (7)(C) put the phone away to ensure (b) (6), (b) (7)(C) was able to receive this information. (b) (6), (b) (7)(C) had no comment or response, just mumbling	This is not the first time (b) (6), (b) (7)(C) has been observed on (b) (6), (b) (7)(C) phone during training sessions, such as GMP training. I asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) had any questions about the material up to the point where I stopped the class. This disruptive behavior is unacceptable when it comes to training being delivered that contains instructions on how to participate in processes required for (b) (6), (b) (7)(C) job - the performance review process.
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Verbal Warning	(b) (6), (b) (7)(C) was wearing inappropriate leg coverings, I informed (b) (6), (b) (7)(C) that this was a heads up, and if (b) (6), (b) (7)(C) wore inappropriate clothing again (b) (6), (b) (7)(C) would be sent home to change.	
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	(b) (6), (b) (7)(C) phone in pocket in boxing. I reminded them that boxing is a GMP area and cell phones must be kept in lockers.	
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Warning/Suspension	(b) (6), (b) (7)(C) was sent home today for a GMP dress code violation. I informed (b) (6), (b) (7)(C) this was the 3rd violation of GMP in two weeks. (b) (6), (b) (7)(C) asked if (b) (6), (b) (7)(C) could tuck (b) (6), (b) (7)(C) pants into (b) (6), (b) (7)(C) socks, and was it still a violation in "knee high boots?" I responded that (b) (6), (b) (7)(C) pants were still GMP violation and that she would need to leave for the day, and (b) (6), (b) (7)(C) from HR would be in touch later today. There was an updated GMP training during the morning huddle on (b) (6), (b) (7)(C) 2020. The text has been copied into notes.	There was an updated GMP training during the morning huddle on (b) (6), (b) (7)(C) 2020 that (b) (6), (b) (7)(C) was present for and signed a training log acknowledging that training was received. The training talking points from (b) (6), (b) (7)(C) presented at the huddle meeting are copied below. The points below were read aloud to the staff verbatim.  GMP Updates (b) (6), (b) (7)(C) 2020 - Talking Points for Supervisors • In response to this time of decreased resources we will discontinue the use of gloves in our Mixing, Making, and Boxing Area. • All our products go through a high heat thermal process. Decades of scientific literature have been used to validate that at 180 F, all bacteria and viruses of concern are killed/deactivated instantaneously. • Gloves must be worn at all times in the Packaging Room and when handling post cook product in the cooler and ovens.
Terminated	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Termination	(b) (6), (b) (7)(C) was terminated for multiple warnings on GMP safety and dress code violations, including failure to respond to coaching on policies as provided to her and refusal to take direction. (b) (6), (b) (7)(C) left a voicemail for (b) (6), (b) (7)(C) at 12:10pm on (b) (6), (b) (7)(C) 2020 to discuss (b) (6), (b) (7)(C) termination.	(b) (6), (b) (7)(C) returned the call at 1:30pm. (b) (6), (b) (7)(C) shared that (b) (6), (b) (7)(C) was terminated due to issues as mentioned in the offense description. (b) (6), (b) (7)(C) responded that what (b) (6), (b) (7)(C) was saying was absurd, that (b) (6), (b) (7)(C) pants I hung worn yesterday (b) (6), (b) (7)(C) was not in GMP violation. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) that "this is bullshit" and "I hope you have a great life". (b) (6), (b) (7)(C) then hung up the phone.  Note: when employees are terminated by phone we also explain to them when to expect their last paycheck as well as PTO owed to them, if it is owed to them, as well as to expect COBRA information by mail, if applicable. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) response of hanging up the phone seems to be aligned with the pattern of behaviors established in the disciplinary actions.

No Evil Foods, LLC  
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# EXHIBIT 16



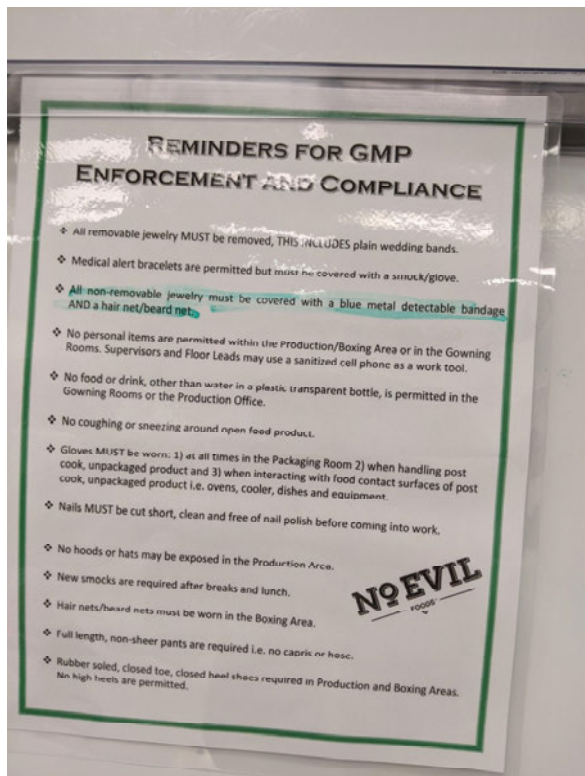
## REMINDERS FOR GMP ENFORCEMENT AND COMPLIANCE

- ❖ All removable jewelry MUST be removed, THIS INCLUDES plain wedding bands.
- ❖ Medical alert bracelets are permitted but must be covered with a smock/glove.
- ❖ All non-removable jewelry must be covered with a blue metal detectable bandage AND a hair net/beard net.
- ❖ No personal items are permitted within the Production/Boxing Area or in the Gowning Rooms. Supervisors and Floor Leads may use a sanitized cell phone as a work tool.
- ❖ No food or drink, other than water in a plastic transparent bottle, is permitted in the Gowning Rooms or the Production Office.
- ❖ No coughing or sneezing around open food product.
- ❖ Gloves MUST be worn: 1) at all times in the Packaging Room 2) when handling post cook, unpackaged product and 3) when interacting with food contact surfaces of post cook, unpackaged product i.e. ovens, cooler, dishes and equipment.
- ❖ Nails MUST be cut short, clean and free of nail polish before coming into work.
- ❖ No hoods or hats may be exposed in the Production Area.
- ❖ New smocks are required after breaks and lunch.
- ❖ Hair nets/beard nets must be worn in the Boxing Area.
- ❖ Full length, non-sheer pants are required i.e. no capris or hose.
- ❖ Rubber soled, closed toe, closed heel shoes required in Production and Boxing Areas. No high heels are permitted.

**NO EVIL**  
FOODS

*\*refresh training on these postings delivered 04/28/20. Initial postings on or about production floor 04/21/20.*

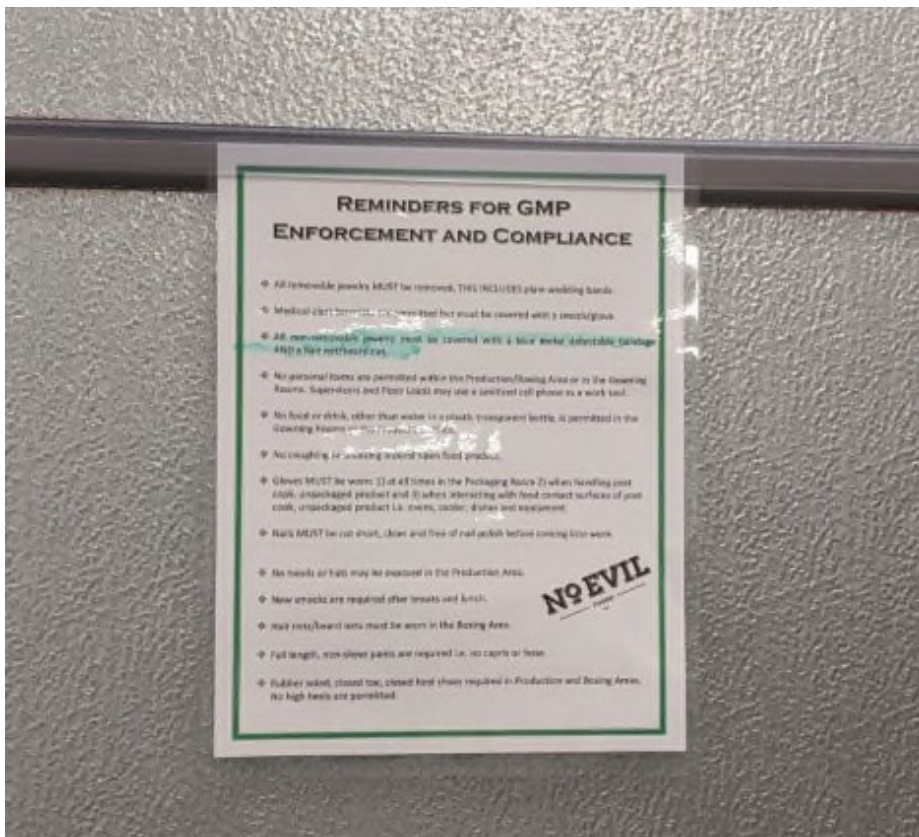
## Postings on the Production Floor







11



No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 17



## GMP Updates 04/28/2020 - Talking Points for Supervisors

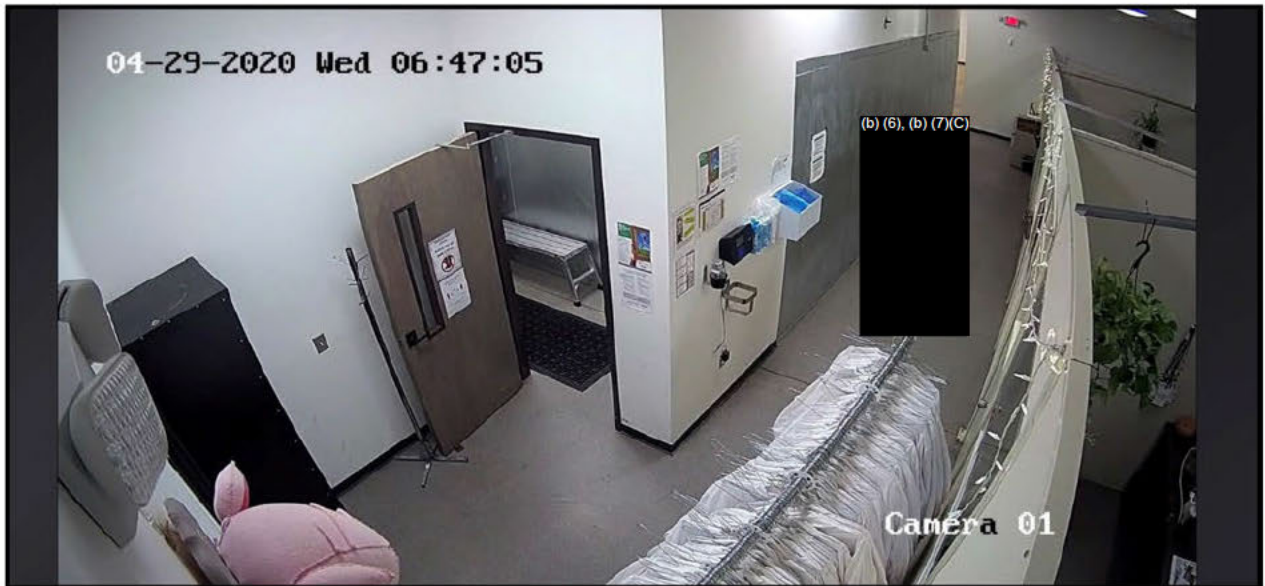
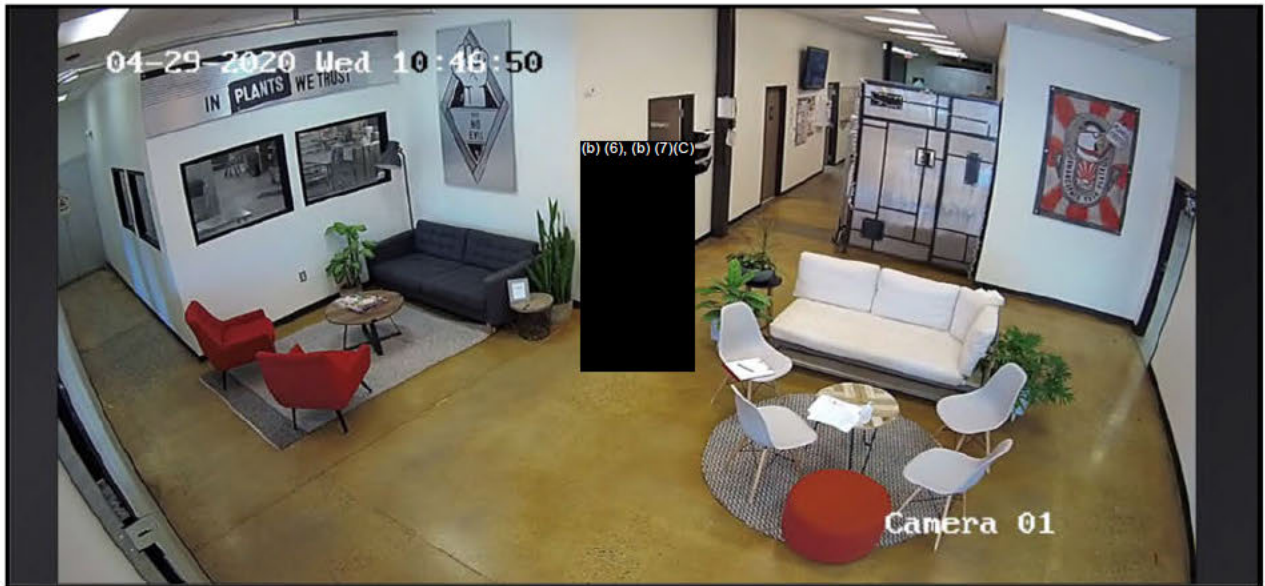
- In response to this time of decreased resources we will discontinue the use of gloves in our Mixing, Making, and Boxing Area.
- All our products go through a high heat thermal process. Decades of scientific literature have been used to validate that at 180 F, all bacteria and viruses of concern are killed/deactivated instantaneously.
- Gloves must be worn at all times in the Packaging Room and when handling post cook product in the cooler and ovens.
- Gloves should also be worn when handling post cook food contact surfaces such as dishes and equipment.
- With the decrease in glove usage, all team member should be more aware of the length and cleanliness of the their and hands and nails. As a reminder nails must be cut short, clean and free of nail polish.
- Wedding bands can NO LONGER be worn on the Production floor or Boxing Area. They provide a harborage site for bacteria and pose a safety concern with the use of automated equipment.
- Nail brushes have been placed at the hand washing sinks to use as needed. Please again be mindful of the status of your hands before coming into work.
- A reminder to everyone that rubber soled, full coverage, closed toe and closed heel shoes are required in the Production and Boxing Areas.
  - Full length non-shear pants, and long or short sleeve full coverage shirts must be worn. Acceptable clothing covers at a minimum legs, ankles, torso, chest, and shoulders.
  - All hats and hoods must be fully covered with a hairnet or fully tucked into smock.
  - And for safety reasons, heels over two inches high are not acceptable in the Production or Boxing Areas of the facility.

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Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 18









04-29-2020 Wed 06:48:32

(b) (6), (b) (7)(C)

Camera 01



No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 19





## Disciplinary Report

Employee: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)  
2020

### Summary

On (b) (6), (b) (7)(C) 20 (b) (6), (b) (7)(C) was observed entering the facility and the production floor not in compliance with GMP-001 specific to the dress code requirements for each employee (APPENDIX A). This is the third violation in the last two weeks that (b) (6), (b) (7)(C) was coached on dress code requirements. On (b) (6), (b) (7)(C) 20, (b) (6), (b) (7)(C) was not in compliance wearing shorts and (b) (6), (b) (7)(C) to work. (b) (6), (b) (7)(C) was provided coaching and clarification on GMP-001. On (b) (6), (b) (7)(C) 20, (b) (6), (b) (7)(C) was observed by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) wearing pants of inappropriate length, although by the time (b) (6), (b) (7)(C) had been observed and (b) (6), (b) (7)(C) reached, the shift had ended. On (b) (6), (b) (7)(C) 20, a shift huddle was conducted (see attachment), where (b) (6), (b) (7)(C) provided an update to all production employees. (b) (6), (b) (7)(C) was present for this huddle and signed the training log. In the update, all employees were reminded that, "Full length non-shear pants, and long or short sleeve full coverage shirts must be worn. Acceptable clothing covers at a minimum legs, ankles, torso, chest, and shoulders." On (b) (6), (b) (7)(C) 20, when (b) (6), (b) (7)(C) entered both the facility and production floor, (b) (6), (b) (7)(C) ankles were exposed wearing pants of insufficient length.

On the first day of employment, all employees are trained on policies and expectations, including GMP-001. On (b) (6), (b) (7)(C) 20, (b) (6), (b) (7)(C) digitally acknowledged receipt and understanding of the No Evil Foods handbook. In the handbook, the code of conduct states:

*"Violation of this Standards of Conduct Policy may lead to disciplinary action, which, based on the circumstances of the individual case, could result in corrective action up to and including discharge. The following is a non-exhaustive list of conduct that may violate this Policy:*

- *Violating or abusing employer policies.*

*The company may consider an employee's job performance, prior violation of work rules, and other relevant circumstances in determining whether to counsel, warn, suspend or discharge an employee. It is up to the employee's supervisor and the company's management to decide whether corrective action, up to and including termination, is appropriate."*

(b) (6), (b) (7)(C) reached (b) (6), (b) (7)(C) eligibility for a 90-day employment review on (b) (6), (b) (7)(C) with a hire date of (b) (6), (b) (7)(C). Over the last two months, beginning on (b) (6), (b) (7)(C) 20, (b) (6), (b) (7)(C) has accumulated seven (7) disciplinary issues requiring coaching or warnings that have been documented in our HCM system iSolved. This an excessive amount of coaching for a new employee with a demonstrated pattern lacking engagement at work and inattentiveness in training sessions. Employee training is provided to employees to set expectations and educate employees on

work instructions and processes. (b) (6), (b) (7)(C) received a warning on (b) (6), (b) (7)(C) 20 for inattentiveness during a performance review training for production employees where (b) (6), (b) (7)(C) sat in the front of the class and used (b) (6), (b) (7)(C) phone during the session rather than paying attention to the program designed to teach employees how to engage in the feedback process of the performance review and discuss career goals and opportunities for improvement and growth at No Evil Foods. Summarized below are the individual coaching/warnings.

Date	Discipline	Summary
(b) (6), (b) (7)(C) 20	Coaching	(b) (6), (b) (7)(C) left the production floor without notifying supervision and was coached on expectations to notify/request permission from supervisors prior.
(b) (6), (b) (7)(C) 20	Verbal Warning	(b) (6), (b) (7)(C) was in the mix room and part of a team that decided to stop production in the mix room and begin a clean-up process without supervisor direction. This is a violation of work instructions. An incident followed in which (b) (6), (b) (7)(C) was witnessed using offensive language promoting the escalation of the event even after the employees were excused to attend a team huddle off the production floor. (b) (6), (b) (7)(C) also refused to participate in the investigation by not saying (b) (6), (b) (7)(C) didn't remember the event despite it occurring only hours prior.
(b) (6), (b) (7)(C) 20	Verbal Warning	(b) (6), (b) (7)(C) was provided a warning on attendance for being tardy on (b) (6), (b) (7)(C) 20, which included a warning that further incidents could lead to discipline or termination. (NEF implemented a standard approach to delivering warnings to employees that incur even one tardy or unexcused absence in (b) (6), (b) (7)(C) due to unacceptable levels of absenteeism.)
(b) (6), (b) (7)(C) 20	Coaching	(b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) cell phone out during an employee performance review process training where employees were being trained on how to engage in the review process and participate in the feedback process to support their growth and success at NEF. (b) (6), (b) (7)(C) was told to put the phone away to ensure (b) (6), (b) (7)(C) could receive the information.
(b) (6), (b) (7)(C) 20	Verbal Warning	(b) (6), (b) (7)(C) was wearing inappropriate leg coverings (shorts and (b) (6), (b) (7)(C) and notified that if (b) (6), (b) (7)(C) returns to work in inappropriate clothing again (b) (6), (b) (7)(C) will be sent home.
(b) (6), (b) (7)(C) 20	Coaching	(b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) cell phone in the boxing area which is a violation of GMP policies. This is an issue that many employees have also received warnings on in recent weeks.
(b) (6), (b) (7)(C) 20	Warning/ Suspension	(b) (6), (b) (7)(C) was observed entering the facility and production floor with pants of inappropriate length. Note: on (b) (6), (b) (7)(C) 20, just one day prior, this standard was reviewed with all employees and shift huddles.

Below is a review of disciplinary actions taken at No Evil Foods in 2020. The data was extracted on (b) (6), (b) (7)(C) 20 with nine days remaining in the month of April.

	Jan-20	Feb-20	Mar-20	Apr-20
<b>Disciplinary Notes Total</b>	24	6	14	32
Attendance	8	4	7	20
Policy	4	2	18	10
Performance	12	0	2	2

No Evil Foods has had an increasing focus on managing absenteeism and employee discipline and compliance with policies beginning in March and accelerating through April. Supervisors have been receiving increased direction on coaching employees to expectations and delivering discipline when appropriate.

The company is growing a rapid pace while managing response to the COVID-19 pandemic with a keen focus on employee health and safety. A reliable workforce compliant with policies and procedures to keep employees safe and healthy, as well as ensure safe, quality products at production levels that can sustain the growth of the business are critical. The company continues to invest in training for supervisors and managers, updating policies and tools as needed, and delivering coaching and discipline to employees to ensure both their compliance and success at No Evil Foods. As the company continues on this path, multiple employees are not satisfactorily responding to coaching and disciplinary warnings and, as a result, there is an increase in both disciplinary documentation and termination actions. (See Appendices B & C.)

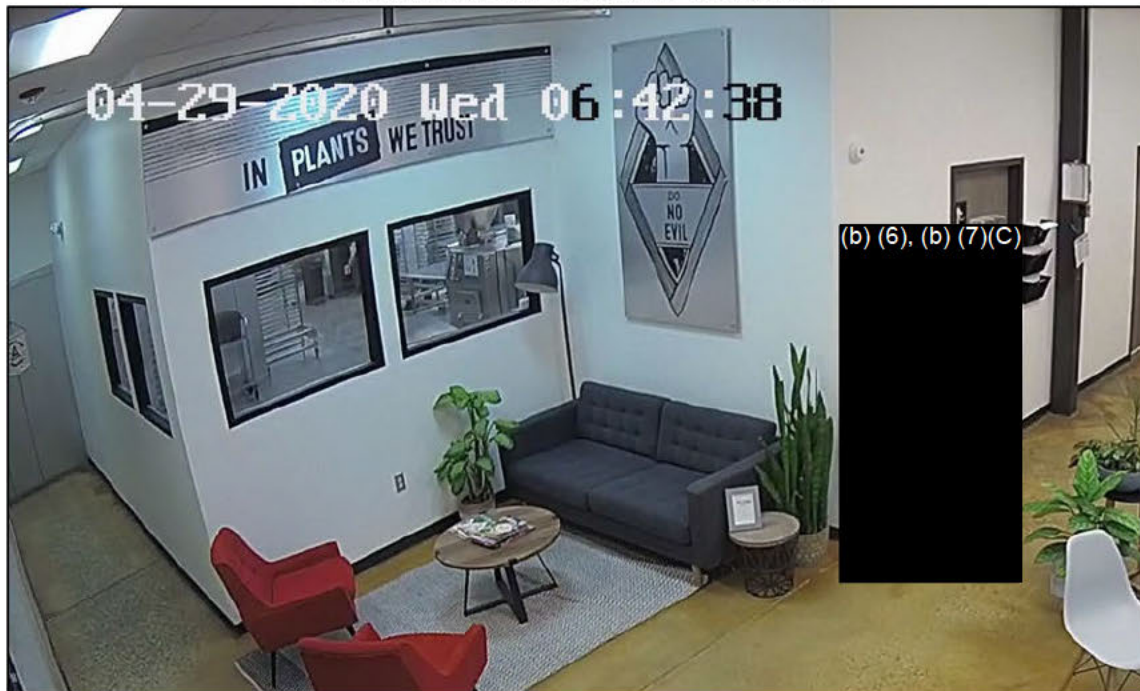
Based upon the unsatisfactory performance and lack of response to coaching by (b) (6), (b) (7)(C) the company has decided to terminate (b) (6), (b) (7)(C) employment effective (b) (6), (b) (7)(C) 20.

#### Reference Documents

1. GMP Update 04/28/20
2. Employee Handbook



**APPENDIX A: Picture of Violation**





### APPENDIX B: Employee Discipline Report as of 04/29/20

Employee	Attend	Perform	Policy	Total	Notes
(b) (6), (b) (7)(C)	1	2	1	4	Perf review needs improvement (anticipate <i>term</i> w/in 30 days)
(b) (6), (b) (7)(C)	2			2	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	2	1	1	4	Perf review needs improvement (anticipate <i>improve</i> w/in 30 days)
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)	1			1	
(b) (6), (b) (7)(C)		1		1	
(b) (6), (b) (7)(C)	2			2	
(b) (6), (b) (7)(C)	3		3	6	Perf review needs improvement (anticipate <i>term</i> w/in 30 days)
(b) (6), (b) (7)(C)		1	2	3	Suspended pending term (b) (6), (b) (7)(C) 20
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)		1	1	2	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1	1		2	
(b) (6), (b) (7)(C)	1			1	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)		2		2	
(b) (6), (b) (7)(C)	1		2	3	
(b) (6), (b) (7)(C)			3	3	
(b) (6), (b) (7)(C)	2		4	6	Terminated (b) (6), (b) (7)(C) 20
(b) (6), (b) (7)(C)		2		2	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1			1	
(b) (6), (b) (7)(C)	1	1	2	4	Perf review needs improvement (anticipate <i>term</i> w/in 30 days)
(b) (6), (b) (7)(C)	1	2		3	
(b) (6), (b) (7)(C)	2	1	4	7	Suspended pending term (b) (6), (b) (7)(C) 20
(b) (6), (b) (7)(C)		1	1	2	
(b) (6), (b) (7)(C)	3	1		4	Perf review needs improvement (anticipate <i>term</i> w/in 30 days)
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1	1		2	
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)	1	1	1	3	

### APPENDIX C: Employee Comparison

Name	Hire Date	Term Date	# Disc Records	Disciplinary Summary
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 20	7	Violations of GMP and Attendance policy; excessive coaching required.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 20	4	Violations of GMP policy and unsatisfactory work performance on critical tasks involving food safety and potential significant loss of product.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 20	6	Violations of GMP and attendance policy; excessive coaching required.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 20	6	Violations of GMP and Attendance (multiple) policy; excessive coaching required.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 20	2	Violations of absenteeism (excessive) and code of conduct – time clock fraud.
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 20	5	Violations of code of conduct

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 20



**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP

← ACTION ALERT! Asheville Solidarity Network received a message last night from [REDACTED]

(b) (6), (b) (7)(C)

**Asheville Solidarity Network**

May 1 at 8:12 AM · 🌐

...

**ACTION ALERT!**

(b) (6), (b) (7)(C)

Asheville Solidarity Network received a message last night from [REDACTED] a worker at No Evil Foods who has [REDACTED] and efforts to make work at the factory safer and better compensated:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

This is only the most recent action by No Evil Foods which demonstrates that their business practices and ethics are on par with Amazon at this point.

Support [REDACTED] Here is a script you can use to call or email and demand this decision be overturned.

No Evil Foods (828) 367-1536

**Emails:**

[REDACTED]@noevilfoods.com

[REDACTED]@noevilfoods.com

Hello [REDACTED] and [REDACTED] my name is [name] and I'm calling about your firing of [REDACTED] on a supposed violation of the dress code. Beyond the absurdity of your claim that pants which came down to [REDACTED] ankles were somehow not full coverage, your actions were discriminatory and blatant retaliation against a worker who exercised [REDACTED] right to form a union and who engaged in concerted activity with co-workers to petition for hazard pay.

I demand that you reinstate [REDACTED] to [REDACTED] former position and pay immediately. Do not engage in discrimination against an employee engaging in legally protected activity. You have lost another customer until you rectify this wrongful termination.



(b) (6), (b) (7)(C)



6/15/2020

ACTION ALERT! Asheville Solidarity Network received a message last night from (b) (6), (b) (7)(C) a worker at No Evil Foods who has participate...

 Like

 Comment

 Share

 32

52 Shares



11:06

LTE



## Asheville Solidarity Network's Post



Like



Comment



Share



(b) (6), (b) (7)(C)

pants which management considered "not floor length"

1 Comment

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 21



CONSTANGY  
BROOKS, SMITH &  
PROPHETE LLP



## NEW HIRE ONBOARDING – Process Checklist

Employee Last Name:	(b) (6), (b) (7)(C)	Employee First Name:	(b) (6), (b) (7)(C)
Date:	(b) (6), (b) (7)(C)		

### PRE-START

Complete?	Document/Action	Type
n/a	Send Offer Letter (pdf)	Document & Action
n/a	Receive Offer Letter (pdf)	Document & Action
n/a	Send New Hire Paperwork Packet	Document & Action
n/a	Order & configure IT access as needed	Action
n/a	Order & configure laptop as needed	Action

### DAY ONE

Complete?	Document/Action	Type
?	*What to Expect (First Day)	Document
✓	*Employment Application	Document
✓	*W-4 (Federal Income Tax)	Document
✓	*NC-4 (State Income Tax)	Document
✓	*I-9 (USCIS Work Authorization) & HR/Rep copy ID(s), inspect, complete I-9 document	Document & Action
✓	*Emergency Contact Information	Document
✓	*Diet Allergen Information	Document
✓	*Non-Disclosure Agreement: employee signs & employer countersigns (b) (6), (b) (7)(C)	Document & Action
✓	*Photo Release Waiver	Document
✓	*Employee Handbook Acknowledgement: employee signs & employer countersigns (b) (6), (b) (7)(C)	Document & Action
	*Payroll Direct Deposit Form	Document
✓	*Employee Health Policy	Document

PROD  
SSC OR  
BC

\*Included in New Hire Packet





## NEW HIRE ONBOARDING – Process Checklist

### DAY ONE (Continued)

Complete?	Document	Action
✓	Route completed file to Finance and Admin for processing	Action
✓	Finance - Complete E-Verify	Action
<del>✓</del>	Finance - Enter employee information into payroll (Quickbooks)	Action
X	Admin – Add new employee to birthday calendar, anniversary to company calendar, contacts, and distribution list. SS✓	Four (4) Actions
✓	HR - enter new hire data into MASTER employee data sheet	Action
✓	HR – complete NC Hire	Action
n/a	HR - Enter employee into When I Work (timekeeping)	Action
✓	Return File to HR and place file in the ACTIVE employee file cabinet	Action
✓	QA provides new hire onboarding presentation & welcome	Action
✓	New employee manager provides site tour, introductions to team members, begins training	Action

HR or Authorized Representative Signature:

(b) (6), (b) (7)(C)

HR or Authorized Representative Name:

(b) (6), (b) (7)(C)

DATE (MM/DD/YYYY):

(b) (6), (b) (7)(C)

## Employee Direct Deposit Authorization

### Instructions

Employee: Fill out and return to your employer.

Employer: Save for your files only.

This document must be signed by employees requesting automatic deposit of paychecks and retained on file by the employer. Do **not** send this form to Intuit. Employees must attach a voided check for each of their accounts to help verify their account numbers and bank routing numbers.

### Account 1

Account 1 type: ☐ Checking ☐ Savings

Bank routing number (ABA number): \_\_\_\_\_

Account number: \_\_\_\_\_

Percentage or dollar amount to be deposited to this account: \_\_\_\_\_

### Account 2 (remainder to be deposited to this account)

Account 2 type: ☐ Checking ☐ Savings

Bank routing number (ABA number): \_\_\_\_\_

Account number: \_\_\_\_\_

*attach a voided check for each account here*

**Authorization** (enter your company name in the blank space below) NO EVIL FOODS

This authorizes K (the "Company") to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account(s) indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. This authorization will be in effect until the Company receives a written termination notice from myself and has a reasonable opportunity to act on it.

Authorized signature: (b) (6), (b) (7)(C) Employee ID #: \_\_\_\_\_

Print name: (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C)



**NCDOR**Web  
12-18**NC-4  
Employee's Withholding  
Allowance Certificate**

**PURPOSE** - Complete Form NC-4 so that your employer can withhold the correct amount of State income tax from your pay. **If you do not provide an NC-4 to your employer, your employer is required to withhold based on the filing status, "Single" with zero allowances.**

**FORM NC-4 EZ** - You may use Form NC-4-EZ if you plan to claim either the N.C. Standard Deduction or the N.C. Child Deduction Amount (but no other N.C. deductions), and you do not plan to claim any N.C. tax credits.

**FORM NC-4 NRA** - If you are a nonresident alien you must use Form NC-4 NRA. In general, a nonresident alien is an alien (not a U.S. citizen) who has not passed the green card test or the substantial presence test. (See Publication 519, U.S. Tax Guide for Aliens, for more information on the green card test and the substantial presence test.)

**FORM NC-4 BASIC INSTRUCTIONS** - Complete the NC-4 Allowance Worksheet. The worksheet will help you determine your withholding allowances based on federal and State adjustments to gross income including the N.C. Child Deduction Amount, N.C. itemized deductions, and N.C. tax credits. However, you may claim fewer allowances than you are entitled to if you wish to increase the tax withheld during the tax year. If your withholding allowances decrease, you must file a new NC-4 with your employer within 10 days after the change occurs. Exception: When an individual ceases to be "Head of Household" after maintaining the household for the major portion of the year, a new NC-4 is not required until the next year.

**TWO OR MORE JOBS** - If you have more than one job, determine the total number of allowances you are entitled to claim on all jobs using one Form NC-4 Allowance Worksheet. Your withholding will usually be most accurate when all allowances are claimed on the NC-4 filed for the higher paying job and zero allowances are claimed for the other. You should also refer to the "Multiple Jobs Table" to determine the additional amount to be withheld on Line 2 of Form NC-4. (See page 4).

**NONWAGE INCOME** - If you have a large amount of nonwage income, such as interest or dividends, you should consider making estimated tax payments using Form NC-40 to avoid underpayment of estimated tax interest. Form NC-40 is available on the Department's website at [www.ncdor.gov](http://www.ncdor.gov).

**HEAD OF HOUSEHOLD** - Generally you may claim "Head of Household" filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

**SURVIVING SPOUSE** - You may claim "Surviving Spouse" filing status only if your spouse died in either of the two preceding tax years and you meet the following requirements:

1. Your home is maintained as the main household of a child or stepchild for whom you can claim a federal exemption; and
2. You were entitled to file a joint return with your spouse in the year of your spouse's death.

**MARRIED TAXPAYERS** - For married taxpayers, both spouses must agree as to whether they will complete the NC-4 Allowance Worksheet based on the filing status, "Married Filing Jointly" or "Married Filing Separately."

- Married taxpayers who complete the worksheet based on the filing status, "Married Filing Jointly" should consider the sum of both spouses' income, federal and State adjustments to income, and State tax credits to determine the number of allowances.
- Married taxpayers who complete the worksheet based on the filing status, "Married Filing Separately" should consider only his or her portion of income, federal and State adjustments to income, and State tax credits to determine the number of allowances.

All NC-4 forms are subject to review by the North Carolina Department of Revenue. Your employer may be required to send this form to the North Carolina Department of Revenue.

**CAUTION:** If you furnish an employer with an Employee's Withholding Allowance Certificate that contains information which has no reasonable basis and results in a lesser amount of tax being withheld than would have been withheld had you furnished reasonable information, you are subject to a penalty of 50% of the amount not properly withheld.

Cut here and give this certificate to your employer. Keep the top portion for your records.

**NCDOR**Web  
12-18**NC-4  
Employee's Withholding Allowance Certificate****1. Total number of allowances you are claiming**

(Enter zero (0), or the number of allowances from Page 2, Line 17 of the NC-4 Allowance Worksheet)

**2. Additional amount, if any, withheld from each pay period (Enter whole dollars)**

.00

Social Security Number	(b) (6), (b) (7)(C)	Filing Status	(b) (6), (b) (7)(C)	Head of Household	(b) (6), (b) (7)(C)	Married Filing Jointly or Surviving Spouse
First Name (USE CAPITAL LETTERS FOR YOUR NAME AND ADDRESS)	(b) (6), (b) (7)(C)	M.I.	(b) (6), (b) (7)(C)	Last Name	(b) (6), (b) (7)(C)	County (Enter first five letters)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

Employee's Signature  
I certify, under penalty of perjury, that the information furnished is true and correct.

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Number of allowances claimed on Line 1 above.



Employee Name: (b) (6), (b) (7)(C) Preferred Name: (b) (6), (b) (7)(C)  
Position: (b) (6), (b) (7)(C) Shift: Referred By:  
E-mail: (b) (6), (b) (7)(C) Phone: (b) (6), (b) (7)(C)  
Address: (b) (6), (b) (7)(C)  
T-shirt size: (b) (6), (b) (7)(C) Shoe Size: (b) (6), (b) (7)(C)  
Preferred Pronoun: (b) (6), (b) (7)(C) Allergies: (b) (6), (b) (7)(C)

Employee Signature:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Printed Name)

(Sign (b) (6), (b) (7)(C)

(Date)

#### Office Use Only:

\*\*\*\*\*  
\*\*\*\*\*

- ☐ Key Code for Keypad: notify Steve before their start date to assign the code
- ☐ Give T-Shirt information to Nicole LaMarca
- ☐ Headshot picture for the Who's Who wall
- ☐ Turn in Copy of ID / Passport / Social Security Card
- ☐ Attach Voided Check for Direct Deposit
- ☐ Complete total packet paperwork and return
- ☐ Communicated to them about Synergy Wellness Plan

Eligible 90 days from today: \_\_\_\_\_

\$5.77 off each paycheck, more info in packet

**\*\*If interested, please fill out or send below info to [hr@noevilfoods.com](mailto:hr@noevilfoods.com)**

Last Name:

First Name:

Middle Initial:

Male/Female:

DOB:

Address:

Phone #

Email Address:

- ☐ Start Date:
- ☐ 14 Days:  
Reviewed by:
- ☐ 90 Days:  
Reviewed by:
- ☐ 180 Days:  
Reviewed by:
- ☐ 1 Year:  
Reviewed by:





## EMERGENCY CONTACT INFORMATION

### No Evil Foods Team Member

Full Name: (b) (6), (b) (7)(C)

Phone Number: (b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C)

Address: (b) (6), (b) (7)(C)

City: (b) (6), (b) (7)(C)

State: (b) (6), (b) (7)(C)

Zip: (b) (6), (b) (7)(C)

### Emergency Contact #1

Full Name: (b) (6), (b) (7)(C)

Home Phone Number: (b) (6), (b) (7)(C)

Cell Phone Number: (b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C)

Relationship: (b) (6), (b) (7)(C)

### Emergency Contact #2

Full Name: (b) (6), (b) (7)(C)

Home Phone Number: (b) (6), (b) (7)(C)

Cell Phone Number: (b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C)

Relationship: (b) (6), (b) (7)(C)

Employee Signature: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Printed Name)

(b) (6), (b) (7)(C)

(Signature)

(b) (6), (b) (7)(C)

(Date)

# Diet and Allergen Declaration Form

\* Required

1. Full Name \*

(b) (6), (b) (7)(C)

2. Select your department \*

Mark only one oval.

(b) (6), (b) (7)(C)

Operations

Administration

Finance

Warehouse

Sales

Innovation and Marketing

Leadership

3. Which would best describe your diet? \*

Mark only one oval.

(b) (6), (b) (7)(C)

Vegan (entirely plant-based)

Vegetarian (plant-based + animal products)

Flexitarian (mostly plant-based with occasional inclusion of animals and animal products)

Omnivore (plants and animals)

Other: \_\_\_\_\_

4. Please check all known food allergies \*

Check all that apply.

(b) (6), (b) (7)(C)

None

Wheat

Tree Nuts

Peanuts

Seeds

Soy

(b) (6), (b) (7)(C)

Other: \_\_\_\_\_

5. If you do have a known food allergy, tell us more about the severity and required medical action plan in the case of an emergency.

---

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---

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6. What are some of your favorite kinds of food? \*

Check all that apply.

(b) (6), (b) (7)(C)

☐ Mexican and South American  
☐ Asian  
☐ Italian  
☐ Indian  
☐ Mediterranean  
☐ Middle Eastern  
☐ African  
☐ Southern  
☐ Other: \_\_\_\_\_

7. What are some of your favorite items to eat? \*

Check all that apply.

(b) (6), (b) (7)(C)

☐ Pizza  
☐ Tacos  
☐ Burgers and Sandwiches  
☐ Pasta  
☐ Breakfast  
☐ Salads/Bowls  
☐ Soups and Stews  
☐ Other: \_\_\_\_\_

Powered by

 Google Forms





## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of (b) (6), (b) (7)(C) 2019, 20\_\_\_\_ (the "Effective Date"), by and between NO EVIL FOODS, LLC, a North Carolina limited liability company (the "Company"), and (b) (6), (b) (7)(C) (the "Employee").

1. **Confidential Information.** Except as set forth in Section 2 below, "Confidential Information" means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date, by the Company to Employee, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential".

2. **Exclusions.** The term "Confidential Information" shall not include information that: (a) at the time of disclosure is generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by Employee; (b) at the time of disclosure is available to Employee on a non-confidential basis from a third-party source, provided, that such third party is not and was not prohibited from disclosing such Confidential Information to Employee by a legal, fiduciary or contractual obligation to the Company; (c) was known by or in the possession of Employee, as established by Employee by use of documentary evidence, prior to being disclosed by or on behalf of the Company; or (d) was or is independently developed by Employee, as established by Employee by use of documentary evidence, without reference to or use of, in whole or in part, any of the Confidential Information.

3. **Obligations of Receiving Party.** In consideration of the ability to receive certain Confidential Information from the Company, Employee agrees that he or she shall (a) strictly protect and safeguard the confidentiality of all such Confidential Information; (b) not publish, copy, use or disclose the Confidential Information, or permit it to be published, copied, used or disclosed, for any purpose other than for the sole and exclusive benefit of the Company, or otherwise in any manner to the Company's detriment; (c) not disclose any Confidential Information to any person or entity. At the Company's request, Employee shall promptly return to the Company, whether in written, electronic or other form or media, any and all Confidential Information and records, notes, and other written, printed, or tangible materials in his or her possession pertaining to Confidential Information. No failure of the Company to require Employee's strict performance of any provision of this Agreement, and no failure to enforce any provision of this Agreement at any time, shall be deemed a waiver of such provision, nor shall it affect, limit or waive the Company's right thereafter to enforce and compel strict compliance with each and every provision of this Agreement. Employee's obligation under this Agreement shall survive termination of his or her employment with the Company.

4. **No Transfer of Rights, Title or Interest.** The Company hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to Employee.

5. **No Other Obligations.** Nothing contained in this Agreement shall be deemed to constitute either party a partner or joint venture of the other party. This Agreement is not an employment contract, and nothing herein shall modify Employee's status as an "at-will" employee of the Company.

6. **Interpretation.** This Agreement constitutes the sole and entire agreement of the parties with



respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or incapable of being enforced, then the parties request that such court modify such provision in order to render such provision valid, legal and enforceable and then enforce the provision as modified. Each provision of this Agreement is severable from each other provision of this Agreement.

7. **Assignment.** This Agreement shall be binding upon Employee and its permitted heirs, successors and assigns. Employee may not assign any of its rights or delegate any of its obligations hereunder, and any purported assignment or delegation in violation of this Agreement shall be null and void.

8. **Governing Law, Jurisdiction and Equitable Relief.** North Carolina law (without regard to any jurisdiction's conflict-of-laws principles) exclusively governs all matters based upon, arising out of or relating in any way to this Agreement. Any legal action brought under or in connection with the subject matter of this Agreement must be brought exclusively in a state or federal court of competent jurisdiction sitting in Buncombe County, North Carolina. In the event of a dispute arising under this Agreement, the non-prevailing party shall pay the reasonable attorneys' fees, costs and expenses of the prevailing party under N.C. Gen. Stat. § 6-21.6 to the maximum extent provided by applicable law.

9. **Equitable Relief.** Employee acknowledges and agrees that (a) the Company derives significant economic value from the Confidential Information, (b) any disclosure or unauthorized use of such Confidential Information could cause irreparable harm and loss to the Company, and (c) that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by Employee. Therefore, in addition to all other remedies available at law (which the Company shall not waive by the exercise of any rights hereunder), the Company shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and Employee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Company and Employee have executed and delivered this Agreement as of the Effective Date.

NO EVIL FOODS, LLC

Name (Sign):

Name (Print):

Title:

Date:

EMPLOYEE:

Name (Sign):

Name (Print):

Title:

Date:



## Photo release Waiver

No Evil Foods is a revolutionary company, and that means people are talking about us (in a good way)! We regularly get requests from the press to either film or photograph inside our facility, or asking us for photos showing who we are and what we do (and we LOVE sharing behind the scenes at NEF on our website/social channels). While we're thrilled to be in the spotlight, we want to make sure we respect how much of that spotlight you want, too!

I, (b) (6), (b) (7)(C) hereby give my employer, No Evil Foods, LLC, consent to record, videotape and photograph my likeness and/or voice to be used in the following ways (check all that apply)...

(b) (6), (b) (7)(C)

**Minimal:** Internal photo use only!

Internal signage, email, team communications  
Viewable by employees/board only.

**Minimal Plus:** No Face

May be photographed from the neck down or from behind.  
External websites, social media, and publications  
Viewable by anyone externally

**Mildly:** Anything No Evil Foods owned.

Websites, email newsletters & print collateral, brand media.  
Viewable by anyone externally.

**Moderately:** External websites and publications.

Print, magazines, newspapers, websites etc.  
Viewable by anyone externally.

**Not at all!**

I do not allow No Evil Foods to use my likeness in any capacity.

I understand and agree that all photos will become the property of No Evil Foods. I further understand that no special compensation will be provided to me for use of my image and that I may not be informed in advance of the specific use of my image.

No Evil Foods recognizes that employees reserve the right to refuse having their photo taken on any given day, regardless of what they've selected on this form. Revisions to this waiver are allowed at any time.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Signature (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date / /





## EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I, **(b) (6), (b) (7)(C)** (employee name), acknowledge that on **(b) (6), (b) (7)(C)** (Date), I received a copy of No Evil Foods, LLC's Handbook ("Handbook") and that I read it, understood it and agree to comply with it. I specifically acknowledge that I read, understood, and agree to comply with the provisions of the Handbook relating to the treatment of confidential and proprietary information. I understand that No Evil Foods, LLC has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the Handbook at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the senior management team of No Evil Foods, LLC. I also understand that any delay or failure by No Evil Foods, LLC to enforce any rule, regulation, procedure contained in the Handbook will not constitute a waiver of No Evil Foods, LLC's right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, **I am employed at will and the policies in the No Evil Foods Employee Handbook do not modify my at-will employment status.**

**(b) (6), (b) (7)(C)**

(Employee Signature)

**(b) (6), (b) (7)(C)**

(Printed Name)

**(b) (6), (b) (7)(C)**

(Date)



# NC-4 Employee's Withholding Allowance Certificate

**PURPOSE** - Complete Form NC-4, Employee's Withholding Allowance Certificate, so that your employer can withhold the correct amount of State income tax from your pay. If you do not provide an NC-4 to your employer, your employer is required to withhold based on single with zero allowances.

**FORM NC-4 EZ** - You may use this form if you intend to claim either: exempt status, or the N.C. standard deduction and no tax credits or only the credit for children.

**FORM NC-4 NRA** - If you are a nonresident alien you must use Form NC-4 NRA.

**FORM NC-4 BASIC INSTRUCTIONS** - Complete the Allowance Worksheet. The worksheet will help you figure the number of withholding allowances you are entitled to claim. The worksheet is provided for employees to adjust their withholding allowances based on N.C. itemized deductions, federal adjustments to income, N.C. additions to federal adjusted gross income, N.C. deductions from federal adjusted gross income, and N.C. tax credits. However, you may claim fewer allowances if you wish to increase the tax withheld during the year. If your withholding allowances decrease, you must file a new NC-4 with your employer within 10 days after the change occurs. Exception: When an individual ceases to be head of household after maintaining the household for the major portion of the year, a new NC-4 is not required until the next year.

**TWO OR MORE JOBS** - If you have more than one job, figure the total number of allowances you are entitled to claim on all jobs using one Form NC-4 Allowance Worksheet. Your withholding will usually be most accurate when all allowances are claimed on the NC-4 filed for the higher paying job and zero allowances are claimed for the other. You should also refer to the Multiple Jobs Table to determine the additional amount to be withheld on line 2 of Form NC-4. (See Allowance Worksheet).

**NONWAGE INCOME** - If you have a large amount of nonwage income, such as interest or dividends, you should consider making estimated tax payments using Form NC-40 to avoid underpayment of estimated tax interest. Form NC-40 is available on our website at [www.dornc.com](http://www.dornc.com) under individual income tax forms.

**HEAD OF HOUSEHOLD** - Generally you may claim head of household status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. Note: "Head of Household" for State tax purposes is the same as for federal tax purposes.

**QUALIFYING WIDOW(ER)** - You may claim qualifying widow(er) status only if your spouse died in either of the two preceding tax years and you meet the following requirements:

1. Your home is maintained as the main household of a child or stepchild for whom you can claim a federal exemption; and
2. You were entitled to file a joint return with your spouse in the year of your spouse's death.

**MARRIED TAXPAYERS** - For married taxpayers, both spouses must agree as to whether they will each complete the Allowance Worksheet based on married filing jointly or married filing separately.

- For married taxpayers completing the Allowance Worksheet based on married filing jointly, you will consider the sum of both spouses incomes, adjustments, additions, deductions, and credits on the Allowance Worksheet to determine the number of allowances.
- For married taxpayers completing the worksheet on the basis of married filing separately, each spouse will consider only his or her portion of income, adjustments, additions, deductions, and credits on the Allowance Worksheet to determine the number of allowances.

All NC-4 forms are subject to review by the North Carolina Department of Revenue. Your employer may be required to send this form to the North Carolina Department of Revenue.

**CAUTION:** If you furnish an employer with an Employee's Withholding Allowance Certificate that contains information which has no reasonable basis and results in a lesser amount of tax being withheld than would have been withheld had you furnished reasonable information, you are subject to a penalty of 50% of the amount of tax withheld.

(b) (6), (b) (7)(C)

is re-doing  
the NC-4

Cut here and give this to your employer.

Keep the top portion for your records.

**NC-4**

Web  
10-14

## Employee's Withholding Allowance Certificate

North Carolina

(b) (6), (b) (7)(C)

Revenue

1. Total number of allowances you are claiming

(Enter zero (0), or the number of allowances from Page 1 of the Allowance Worksheet)

2. Additional amount, if any, withheld from each pay

.00

Marital Status		Head of Household		Married or Qualifying Widow(er)	
(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	
M.I.		Last Name			
(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)			
City	State	Zip Code (5 Digit)	Country (If not U.S.)	County (Enter first five letters)	
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)			(b) (6), (b) (7)(C)	

Employee's Signature

Date



# Form W-4 (2019)

**Future developments.** For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** You may claim exemption from withholding for 2019 if **both** of the following apply.

- For 2018 you had a right to a refund of all federal income tax withheld because you had **no** tax liability, and
- For 2019 you expect a refund of all federal income tax withheld because you expect to have **no** tax liability.

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2019 expires February 17, 2020. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

## General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2019 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income not subject to withholding outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2019. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

**Filers with multiple jobs or working spouses.** If you have more than one job at a time, or if you're married filing jointly and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

**Nonwage income.** If you have a large amount of nonwage income not subject to withholding, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Additional Income Worksheet on page 3 or the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to find out if you should adjust your withholding on Form W-4 or W-4P.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

### Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

**Line C. Head of household please note:** Generally, you may claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

**Line E. Child tax credit.** When you file your tax return, you may be eligible to claim a child tax credit for each of your eligible children. To qualify, the child must be under age 17 as of December 31, must be your dependent who lives with you for more than half the year, and must have a valid social security number. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

**Line F. Credit for other dependents.** When you file your tax return, you may be eligible to claim a credit for other dependents for whom a child tax credit can't be claimed, such as a qualifying child who doesn't meet the age or social security number requirement for the child tax credit, or a qualifying relative. To learn more about this credit, see Pub. 972. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total

Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records.

Form <b>W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074 <b>2019</b>	
<p>▶ <b>Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b></p>					
1 Your first name and middle initial (b) (6), (b) (7)(C)		Last name (b) (6), (b) (7)(C)			
Home address (number and street or rural route) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."			
		4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. <input type="checkbox"/>			
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)		5		(b) (6), (b) (7)(C)	
6 Additional amount, if any, you want withheld from each paycheck		6 \$			
7 I claim exemption from withholding for 2019, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had <b>no</b> tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have <b>no</b> tax liability. If you meet both conditions, write "Exempt" here		7			
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
Employee's signature (This form is not valid unless you sign it.)		(b) (6), (b) (7)(C)		Date (b) (6), (b) (7)(C)	
8 Employer's name and address (Employer's name and address, including IRS and complete boxes 8, 9, and 10 if sending to State Tax Hires.)		9 First date of employment		10 Employer identification number (EIN)	



# NO EVIL FOODS®

PLANT MEATS

## Employment Application

### Applicant Information

Full Name: (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C)  
Last First M.I.  
Address: (b) (6), (b) (7)(C) Apartment/Unit #  
Street Address  
(b) (6), (b) (7)(C)  
City State ZIP Code  
Phone: (b) (6), (b) (7)(C) Email: (b) (6), (b) (7)(C)  
Date Available: (b) (6), (b) (7)(C) Social Security No.: (b) (6), (b) (7)(C) OB (Month/Day only) (b) (6), (b) (7)(C)  
Position Applied for: (b) (6), (b) (7)(C)

Are you a citizen of the United States? (b) (6), (b) (7)(C) YES NO  
If no, are you authorized to work in the U.S.? ☐ YES ☐ NO  
Have you ever worked for this company? (b) (6), (b) (7)(C) If yes, when? \_\_\_\_\_  
Have you ever been convicted of a felony? (b) (6), (b) (7)(C)  
If yes, explain: \_\_\_\_\_

### Education

High School: (b) (6), (b) (7)(C) Address: (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
From: To: Did you graduate? ☒ YES ☐ NO Diploma: (b) (6), (b) (7)(C)  
College: (b) (6), (b) (7)(C) Address: (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
From: To: Did you graduate? ☒ YES ☐ NO Degree: (b) (6), (b) (7)(C)  
Other: Address: \_\_\_\_\_  
From: To: Did you graduate? ☐ YES ☐ NO Degree: \_\_\_\_\_

### References

Please list three professional references.

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Previous Employment**

Company: (b) (6), (b) (7)(C) Phone: \_\_\_\_\_

Address: (b) (6), (b) (7)(C) Supervisor: \_\_\_\_\_

Job Title: (b) (6), (b) (7)(C) Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

May we contact your previous supervisor for a reference? YES ☐ NO ☐

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

May we contact your previous supervisor for a reference? YES ☐ NO ☐

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

May we contact your previous supervisor for a reference? YES NO



### Military Service

Branch: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Rank at Discharge: (b) (6), (b) (7)(C) Type of Discharge: \_\_\_\_\_

If other than honorable, explain: \_\_\_\_\_

### Disclaimer and Signature

*I certify that my answers are true and complete to the best of my knowledge.*

*If this application (b) (6), (b) (7)(C) to employment, I understand that false or misleading information in my application or interview may result in my release.*

Signature: (b) (6), (b) (7)(C) Date: (b) (6), (b) (7)(C)





# Employee Health Policy Agreement

## Reporting: Symptoms of Illness

I agree to report to the manager when I have:

1. Diarrhea
2. Vomiting
3. Jaundice (yellowing of the skin and/or eyes)
4. Sore throat with fever
5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part (such as boils and infected wounds, however small).

## Reporting: Diagnosed Illnesses

I agree to report to the manager when I have:

1. Norovirus
2. Salmonella Typhi (typhoid fever)
3. Shigella spp. infection
4. E. coli infection (Escherichia coli O157:H7 or other EHEC/STEC infection)
5. Hepatitis A

Note: The manager must report to the Health Department when an employee has one of these illnesses.

## Reporting: Exposure of Illness

I agree to report to the manager when I have been exposed to any of the illnesses listed above through:

1. An outbreak of Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or Hepatitis A.
2. A household member with Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or hepatitis A.
3. A household member attending or working in a setting with an outbreak of Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or Hepatitis A.

## Exclusion and Restriction from Work

If you have any of the symptoms or illnesses listed above, you may be excluded\* or restricted\*\* from work.

\*If you are excluded from work you are not allowed to come to work.

\*\*If you are restricted from work you are allowed to come to work, but your duties may be limited.

## Returning to Work

If you are excluded from work for having diarrhea and/or vomiting, you will not be able to return to work until more than 24 hours have passed since your last symptoms of diarrhea and/or vomiting.

If you are excluded from work for exhibiting symptoms of a sore throat with fever or for having jaundice (yellowing of the skin and/or eyes), Norovirus, Salmonella Typhi (typhoid fever), Shigella spp. infection, E. coli infection, and/or Hepatitis A, you will not be able to return to work until Health Department approval is granted.

## Agreement

I understand that I must:

1. Report when I have or have been exposed to any of the symptoms or illnesses listed above; and
2. Comply with work restrictions and/or exclusions that are given to me.

I understand that if I do not comply with this agreement, it may put my job at risk.

Food Employee Name (please print)

(b) (6), (b) (7)(C)

Signature of Employee

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

Manager (Person-in-Charge) Name (please print)

(b) (6), (b) (7)(C)

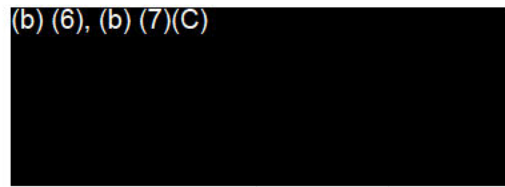
Signature of Manager (Person-in-Charge)

(b) (6), (b) (7)(C)

Date

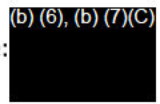
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

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Willing to relocate:

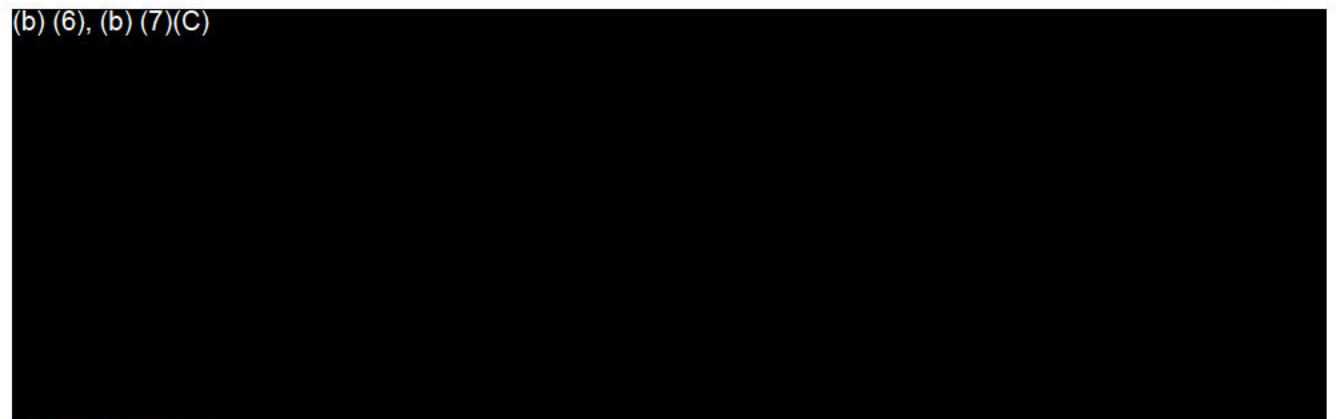
(b) (6), (b) (7)(C)

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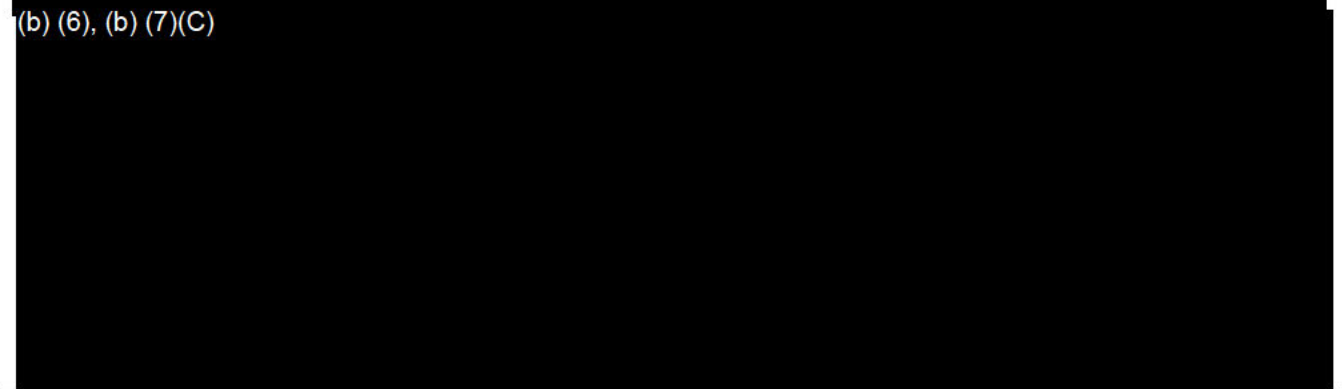
## Work Experience

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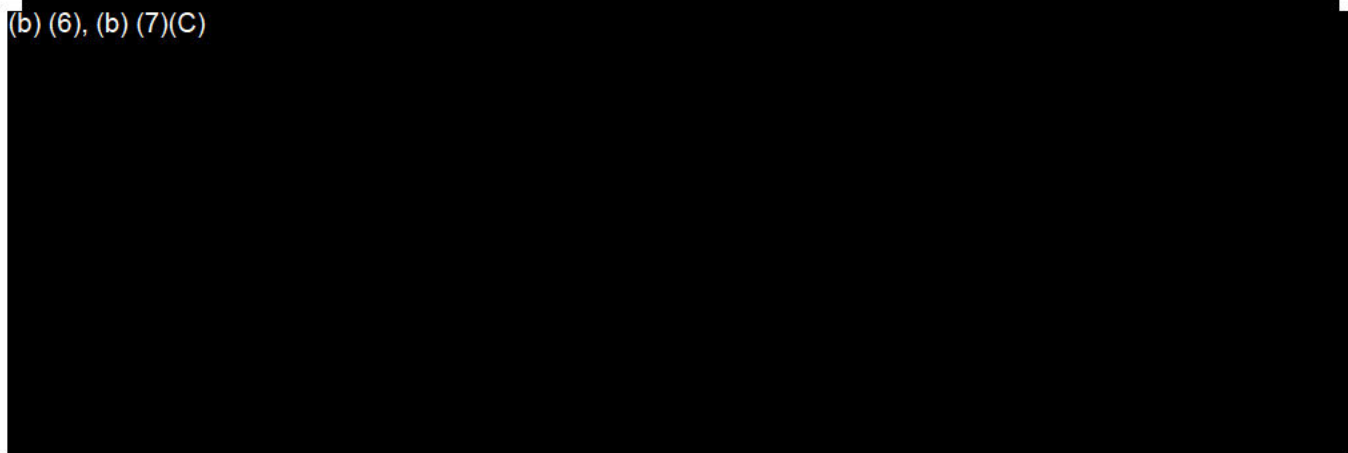
(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)

A large black rectangular redaction box covering the second major section of the 'Work Experience' section.

(b) (6), (b) (7)(C)

A large black rectangular redaction box covering the third major section of the 'Work Experience' section.

(b) (6), (b) (7)(C)




(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

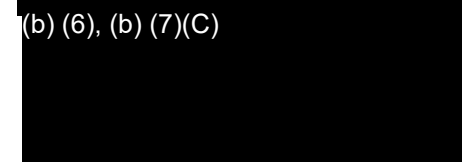
## Education

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(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 22



CONSTANGY  
BROOKS, SMITH &  
PROPHETE LLP



[REDACTED]

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**From:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@noevilfoods.com>  
**Sent:** Tuesday, March 31, 2020 5:02 PM  
**To:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@noevilfoods.com>  
**Cc:** (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@noevilfoods.com>; (b) (6), (b) (7)(C) <mark@noevilfoods.com>  
**Subject:** Social Distancing on the floor

Just a reminder, as I am currently witnessing (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) standing within 3-4 feet of one another tying chicken on one side of a table: please enforce social distancing rules if at all possible—this is a work rule just like any other, and employees must follow work rules to create a safe environment for everyone, and must be documented if they are unable to follow work rules.

You also don't get hazard pay if you openly refuse to follow the rules we have set.

Also, apologies for the email communication—I couldn't spot a supervisor to check-in with.

Thanks!

(b) (6), (b) (7)(C)

**NO  
EVIL**  
FOODS

(b) (6), (b) (7)(C)

M: (b) (6), (b) (7)(C)  
O: [noevilfoods.com](mailto:(b) (6), (b) (7)(C)@noevilfoods.com)

[INSTAGRAM](#) | [FACEBOOK](#) | [TWITTER](#)

IN PLANTS WE TRUST!

No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 23



**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP

Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description	Notes
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), 2020	(b) (6), 2020	(b) (6), (b) (7)(C)	Policy	Coaching	(b) (6), was seen by (b) (6), (b) (7)(C) handing (b) (6), (b) (7)(C) car keys out of (b) (6) pocket while on the production floor. (b) (6) was very understanding and took the coaching.	
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), 2020	(b) (6), 2020	(b) (6), (b) (7)(C)	Attendance	Coaching	(b) (6) was late on (b) (6), went over the attendance policy with (b) (6), (b) (7)(C) said (b) (6) understands. I told (b) (6) that further attendance issues could result in disciplinary action up to and including termination, and (b) (6) did acknowledge.	
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), 2020	(b) (6), 2020	(b) (6), (b) (7)(C)	Policy	Warning	(b) (6), wrote on the xray verification log that (b) (6) only saw 1 contam on the xray when putting the verification unit through the xray on (b) (6), 2020. Even before we changed the amount of contams on unit there were 3. I explained to (b) (6) that a mistake like that could potentially cause us to lose product considering it looks like the xray was not working properly if you look at the verification log. I asked (b) (6) what (b) (6) is supposed to do if (b) (6) only sees one contam on the unit and (b) (6) were "get a supervisor" (b) (6) told me it was just a documentation error and (b) (6) was receptive to the feedback.	
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), 2020	(b) (6), 2020	(b) (6), (b) (7)(C)	Performance	Coaching	(b) (6) is the one stacking pallets today and (b) (6) did not pull the travel log to complete the boxing section that designates how many caseboxes are produced per cooks. (b) (6) was just stacking pallets and not logging the cooks. (b) (6) was stacking. I reminded (b) (6) to please pull a form out and fill it out.	
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), 2020	(b) (6), 2020	(b) (6), (b) (7)(C)	Policy	Coaching	(b) (6), had to coach (b) (6), (b) (7)(C) on social distancing in boxing.	(1) I told (b) (6), (b) (7)(C) to back up to 6 feet to maintain social distance while (b) (6) was putting packages into unit carton. (b) (6) said (2) I told (b) (6), (b) (7)(C) we are trying to help you protect yourself, please back up to 6 feet from the person nearest you (3) I told (b) (6), (b) (7)(C) "It would be easier to stay 6 ft away if we didn't like each other, but everyone is cool here, so I understand you want to talk, but you have to stay 6 ft away from each other.  After (b) (6), (b) (7)(C) walked by and also reminded (b) (6) to remain 6 ft away to maintain social distance, I notified (b) (6), (b) (7)(C) these conversations about social distancing were verbal warnings and I would be documenting that (b) (6) was also witnessed (by video) on (b) (6), 2020 entering the facility and not wearing (b) (6) mask. This policy has been explicitly reinforced numerous times by supervisors and managers over the last several weeks as NEF has communicated COVID safety protocols and updates.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), 2020	(b) (6), 2020	(b) (6), (b) (7)(C)	Policy	Warning/Termination	(b) (6), (b) (7)(C) was witnessed entering the facility at the start of shift on (b) (6), 2020 not wearing required a COVID PPE facemask. (b) (6) entered the facility, passed within 6' of several employees while clocking in at the mix/make gowning room, and entered the employee break area without required PPE. (b) (6), (b) (7)(C) will be terminated for this and other infractions incurred in the month of (b) (6), 2020.	
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), 2020	(b) (6), 2020	(b) (6), (b) (7)(C)	Policy	Termination	(b) (6), (b) (7)(C) was observed by (b) (6), (b) (7)(C) entering the facility without proper and required COVID PPE facemask. When (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) immediately began placing (b) (6) mask over (b) (6) face. (All other employees entering were wearing face masks.) (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) wait for (b) (6), (b) (7)(C) as other employees entered, (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) at the front entrance and informed (b) (6), (b) (7)(C) that (b) (6) employment was terminated effective immediately and (b) (6) would not need to clock in for shift.	(b) (6), (b) (7)(C) started by sharing that (b) (6) understood (b) (6), (b) (7)(C) was warned about COVID & social distancing several times during the second shift on (b) (6), 2020. (b) (6), (b) (7)(C) also shared that (b) (6), (b) (7)(C) was observed not wearing (b) (6) mask on several occasions the week of (b) (6), 2020. (b) (6), (b) (7)(C) informed (b) (6) this was completely unacceptable, (b) (6), (b) (7)(C) shared that (b) (6) did not think it was a big deal and wasn't aware that it was an issue. (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) told (b) (6) that (b) (6) was shocked to hear this from (b) (6), (b) (7)(C) shared with (b) (6), (b) (7)(C) that NEF has regularly informed, trained and reminded employees about health and safety rules around COVID and that (b) (6) statements that (b) (6) was unaware or did not know were completely unacceptable. Further (b) (6), (b) (7)(C) shared that (b) (6) errors on the x-ray machine verification and on the travel logs failing to record cooks were serious performance errors and as a result (b) (6) performance was terminated.

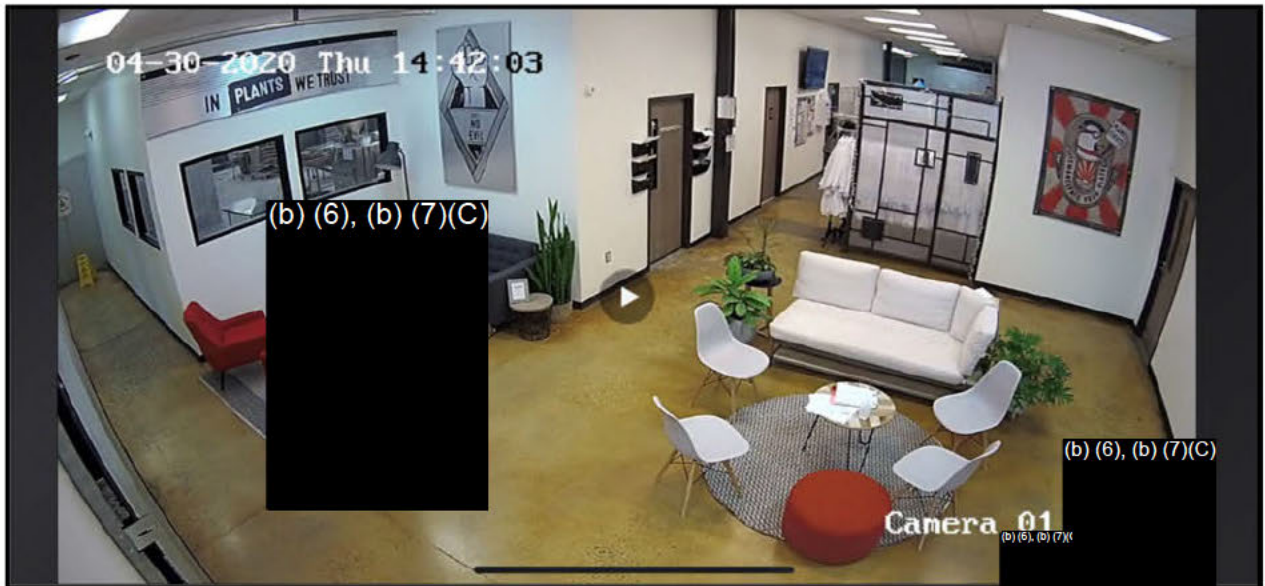
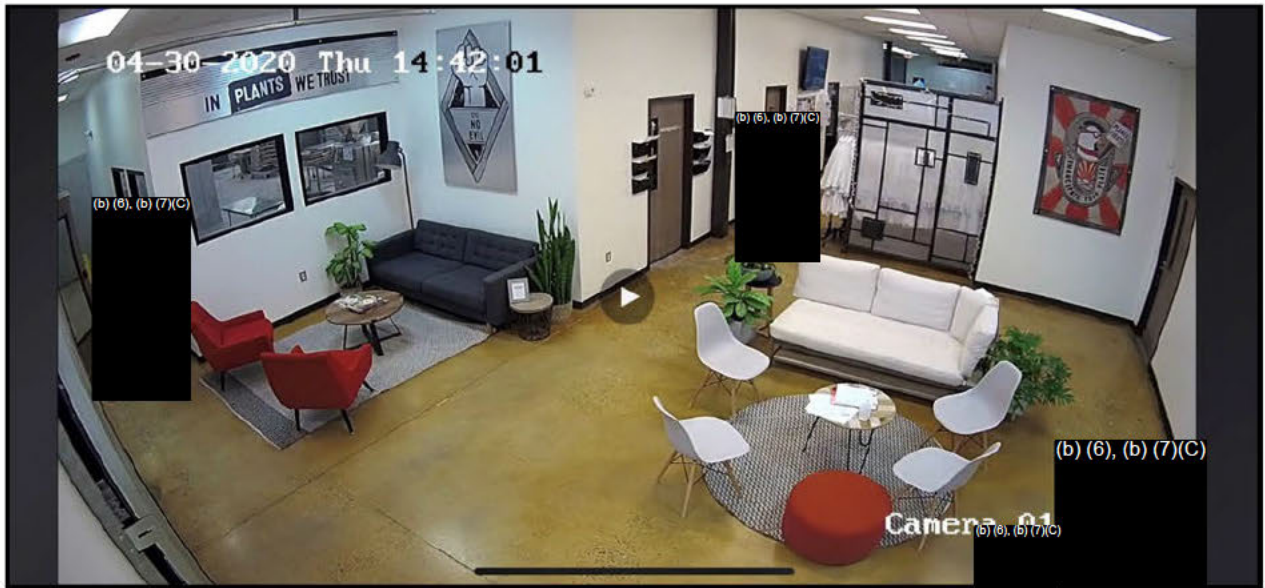
No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

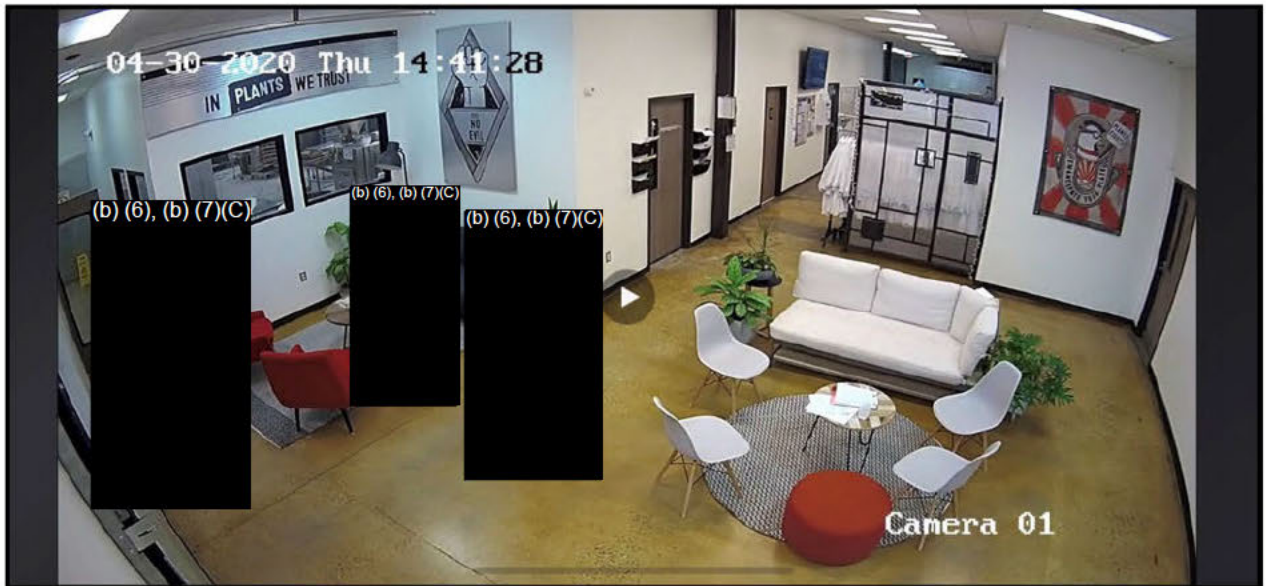
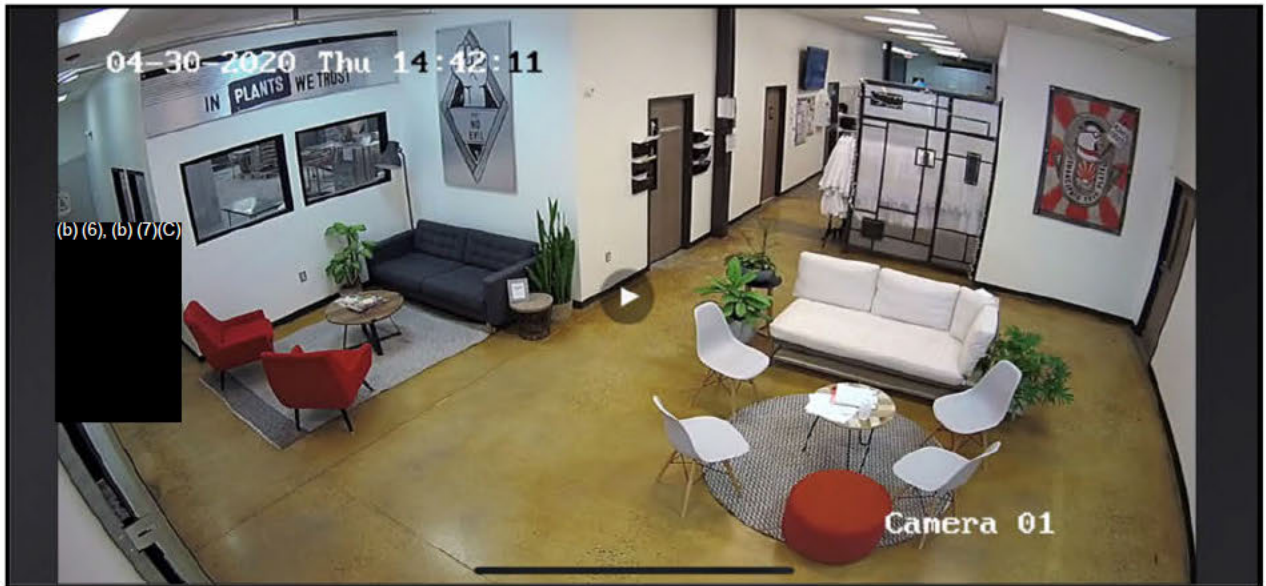
# EXHIBIT 24



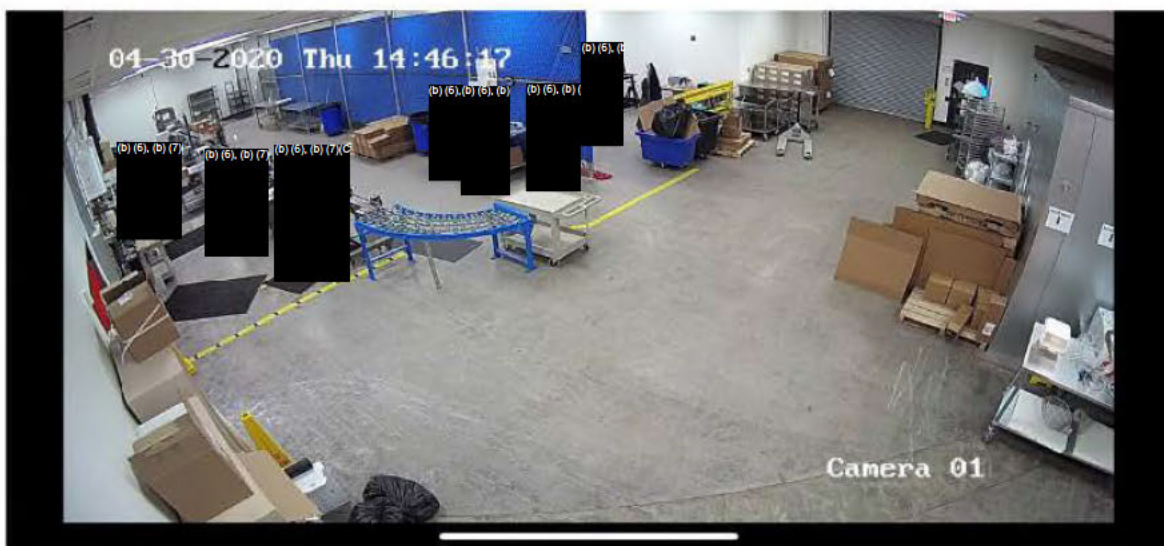
**CONSTANGY**  
BROOKS, SMITH &  
**PROPHETE** LLP











No Evil Foods, LLC  
Cases 10-CA-259825 and 10-CA-260043

# EXHIBIT 25





## Disciplinary Report

Employee: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2020

### Summary

On (b) (6), (b) (7)(C) 20 (b) (6), (b) (7)(C) was observed and coached on 6' social distancing, a NEF policy in place to protect employees from the spread of COVID-19. (b) (6), (b) (7)(C) provided coaching to (b) (6), (b) (7)(C) three times advising (b) (6), (b) (7)(C) to observe social distancing. (b) (6), (b) (7)(C) later observed (b) (6), (b) (7)(C) violating the social distancing policy. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that this was a verbal warning and would be documented. On (b) (6), (b) (7)(C) 20, (b) (6), (b) (7)(C) was investigating a separate issue utilizing security camera footage to validate time clock punches of an employee (b) (6), (b) (7)(C) disputing an attendance warning. (b) (6), (b) (7)(C) observed (b) (6), (b) (7)(C) walking throughout the facility for several minutes without wearing (b) (6), (b) (7)(C) mask, a required PPE item upon entry into the facility to protect the team from COVID-19. (b) (6), (b) (7)(C) violated social distancing rules while unmasked during this time.

Following a review of (b) (6), (b) (7)(C) disciplinary records which escalated between (b) (6), (b) (7)(C) 20 and (b) (6), (b) (7)(C) 20, where (b) (6), (b) (7)(C) accumulated five disciplinary coaching notes and warnings, it was determined that (b) (6), (b) (7)(C) employment be terminated. The frequency of coaching on (b) (6), (b) (7)(C) 20 without improvement in behavior and the egregiousness of policy violations related to COVID-19 safety were unacceptable. (b) (6), (b) (7)(C) GMP violation on (b) (6), (b) (7)(C) 20 and failure to properly certify the x-ray machine on (b) (6), (b) (7)(C) 20 are specific food safety violations that place our customers at risk. (b) (6), (b) (7)(C) began (b) (6), (b) (7)(C) employment on (b) (6), (b) (7)(C) and had enough experience and training to reasonably be expected to perform these actions without error or violation.

On the first day of employment, all employees are trained on policies and expectations, including GMP-001 which includes expectations on where personal items must be kept including jewelry, car keys, and other items while on the production floor. No Evil Foods implemented a new employee handbook on January 21, 2020 with updated employment policies. Employees were provided copies digitally and asked to acknowledge receipt through their iSolved accounts. (b) (6), (b) (7)(C) did not complete this task, although the policies still apply.

It is important to note that the iSolved HCM system was introduced to employees in late December as a new payroll system that would also keep employee records digitally. No Evil Foods invested time and resources by providing a trainer through whom (b) (6), (b) (7)(C) (and all employees) received personal, 1:1 orientation to the system. These sessions were utilized to help employees understand how to access their records. In addition, the Company provides a computer for accessing the system in the employee break area.

In the employee handbook, the code of conduct states:

*“Violation of this Standards of Conduct Policy may lead to disciplinary action, which, based on the circumstances of the individual case, could result in corrective action up to and including discharge. The following is a non-exhaustive list of conduct that may violate this Policy:*

- *Violating or abusing employer policies.*

*The company may consider an employee’s job performance, prior violation of work rules, and other relevant circumstances in determining whether to counsel, warn, suspend or discharge an employee. It is up to the employee’s supervisor and the company’s management to decide whether corrective action, up to and including termination, is appropriate.”*

Date	Discipline	Summary
(b) (6), (b) (7)(C) 20	Coaching	(b) (6), (b) (7)(C) was observed handing (b) (6), (b) (7)(C) car keys out of (b) (6), (b) (7)(C) pocket while on the production floor. (b) (6), (b) (7)(C) was provided coaching on the GMP requirement (no personal items on the floor).
(b) (6), (b) (7)(C) 20	Coaching	(b) (6), (b) (7)(C) was late to work. The attendance policy was reviewed with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was advised that further attendance issues could result in disciplinary action up to and including termination.
(b) (6), (b) (7)(C) 20	Warning	(b) (6), (b) (7)(C) incorrectly verified the x-ray machine when starting it up at the beginning of a boxing run. (b) (6), (b) (7)(C) was provided a warning for this critical error which can cause loss of product.
(b) (6), (b) (7)(C) 20	Coaching	(b) (6), (b) (7)(C) did not pull the travel log when placing case boxes on pallets during (b) (6), (b) (7)(C) shift. (b) (6), (b) (7)(C) was not logging cooks (b) (6), (b) (7)(C) was stacking. (b) (6), (b) (7)(C) received a coaching reminder. (Note: this was recorded as coaching by (b) (6), (b) (7)(C) but should have been a warning. Not logging cooks is a critical error if product were to be recalled due to identified potential contamination during a recall.)
(b) (6), (b) (7)(C) 20	Warning	(b) (6), (b) (7)(C) was provided coaching as was (b) (6), (b) (7)(C) on social distancing. (b) (6), (b) (7)(C) was reminded four times to maintain social distancing. After the fourth reminder/coaching, (b) (6), (b) (7)(C) was told that this was a verbal warning and would be documented.
(b) (6), (b) (7)(C) 20	Warning/ Termination	During a review of security footage while investigating a separate employee concern, (b) (6), (b) (7)(C) was observed not wearing proper face mask and violated social distancing while preparing for (b) (6), (b) (7)(C) shift.



Below is a review of disciplinary actions taken at No Evil Foods in 2020. The data was extracted on 04/21/20 with nine days remaining in the month of April.

	Jan-20	Feb-20	Mar-20	Apr-20
<b>Disciplinary Notes Total</b>	24	6	14	32
Attendance	8	4	7	20
Policy	4	2	18	10
Performance	12	0	2	2

No Evil Foods has had an increasing focus on managing absenteeism and employee discipline and compliance with policies beginning in March and accelerating through April. Supervisors have been receiving increased direction on coaching employees to expectations and delivering discipline when appropriate.

The company is growing a rapid pace while managing response to the COVID-19 pandemic with a keen focus on employee health and safety. A reliable workforce compliant with policies and procedures to keep employees safe and healthy, as well as ensure safe, quality products at production levels that can sustain the growth of the business are critical. The company continues to invest in training for supervisors and managers, updating policies and tools as needed, and delivering coaching and discipline to employees to ensure both their compliance and success at No Evil Foods. As the company continues on this path, multiple employees are not satisfactorily responding to coaching and disciplinary warnings and, as a result, there is an increase in both disciplinary documentation and termination actions. (See Appendices B & C.)

Based upon the unsatisfactory performance and lack of response to coaching by (b) (6), (b) (7)(C) the company has decided to terminate (b) (6), (b) (7)(C) employment effective (b) (6), (b) (7)(C) 20.

#### Reference Documents

1. GMP Update 04/28/20
2. Employee Handbook



#### Note on Termination Meeting (b) (6), (b) (7)(C) 20:

(b) (6), (b) (7)(C) was observed by (b) (6), (b) (7)(C) entering the facility without proper and required COVID PPE facemask. When (b) (6), (b) (7)(C) saw (b) (6), (b) (7)(C) immediately began placing (b) (6), (b) (7)(C) mask over (b) (6), (b) (7)(C) face. (All other employees entering were wearing face masks.)

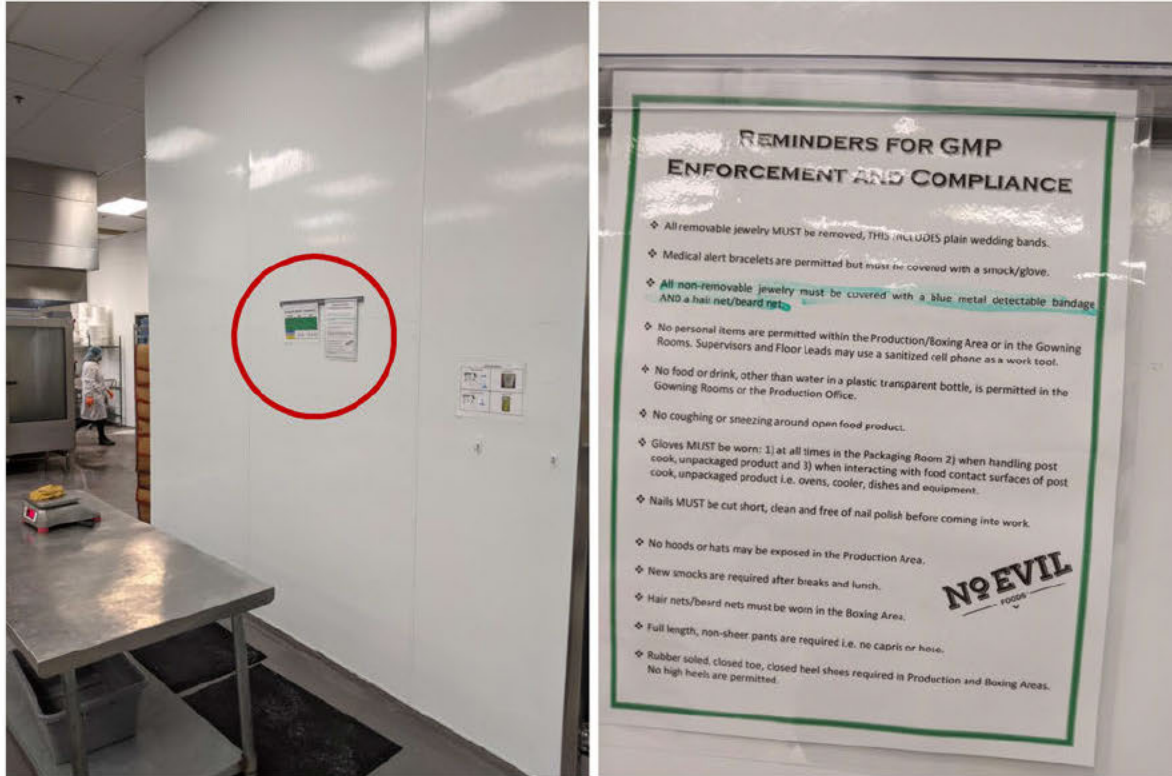
(b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) wait for (b) (6), (b) (7)(C) as other employees entered. (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C) at the front entrance and informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) employment was terminated effective immediately and (b) (6), (b) (7)(C) would not need to clock in for shift.

(b) (6), (b) (7)(C) started by sharing that (b) (6), (b) (7)(C) understood (b) (6), (b) (7)(C) was warned about COVID 6' social distancing several times (4+) on the second shift on (b) (6), (b) (7)(C) 20. (b) (6), (b) (7)(C) also shared that (b) (6), (b) (7)(C) was observed not wearing (b) (6), (b) (7)(C) mask on several occasions the week of (b) (6), (b) (7)(C) 20. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) this was completely unacceptable. (b) (6), (b) (7)(C) shared that (b) (6), (b) (7)(C) did not think it was a big deal and wasn't aware that it was an issue for (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was shocked to hear this from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) shared with (b) (6), (b) (7)(C) that NEF has regularly informed, trained and reminded employees about health and safety rules around COVID and that (b) (6), (b) (7)(C) statements that (b) (6), (b) (7)(C) was unaware or did not know were completely unacceptable. Further, (b) (6), (b) (7)(C) shared that (b) (6), (b) (7)(C) errors on the x-ray machine verification and on the travel logs failing to record cooks were serious performance errors and as a result (b) (6), (b) (7)(C) performance was terminated.

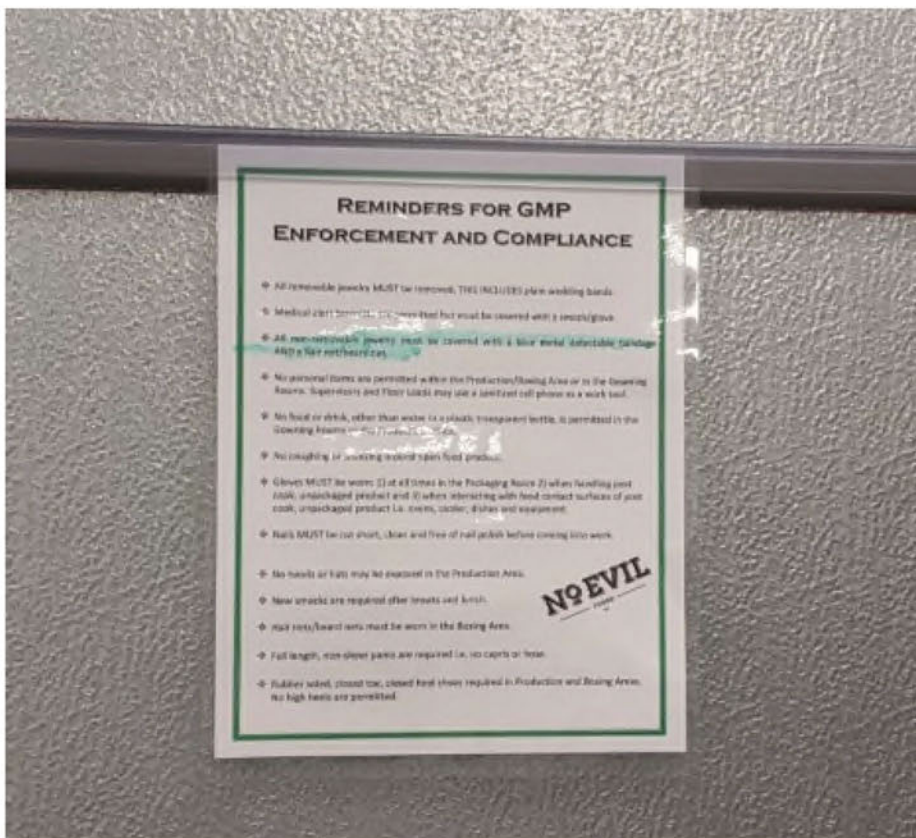
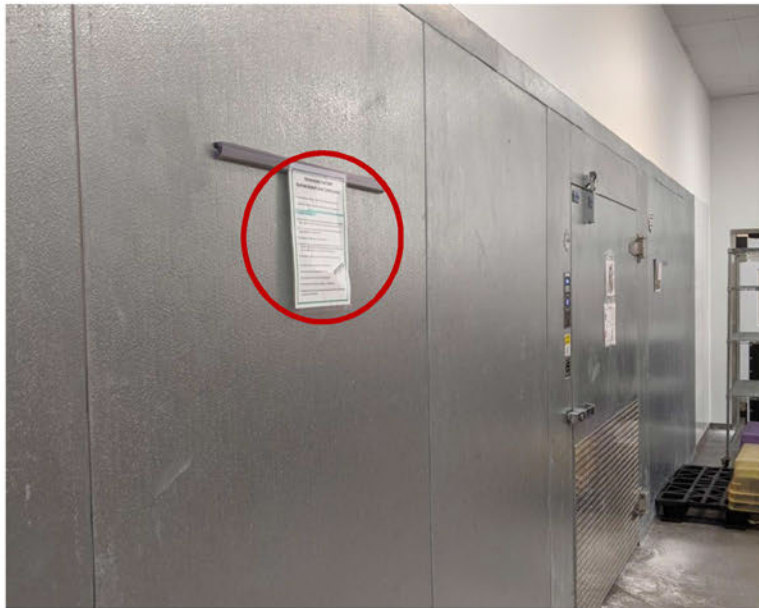
(b) (6), (b) (7)(C) asked if (b) (6), (b) (7)(C) could appeal the decision and (b) (6), (b) (7)(C) shared that (b) (6), (b) (7)(C) could not. The company had decided to end (b) (6), (b) (7)(C) employment. (b) (6), (b) (7)(C) attempted to appeal the decision saying to (b) (6), (b) (7)(C) "C'mon (b) (6), (b) (7)(C) you know why I came here (referring to being part of making plant-based meats and that was very interesting to (b) (6), (b) (7)(C))." This appeal was illustrative of (b) (6), (b) (7)(C) not properly recognizing the significance of the safety policies despite coaching and training. (b) (6), (b) (7)(C) shared that unfortunately (b) (6), (b) (7)(C) made decisions that ended (b) (6), (b) (7)(C) employment and wished (b) (6), (b) (7)(C) good luck in (b) (6), (b) (7)(C) next job. (b) (6), (b) (7)(C) also shared that (b) (6), (b) (7)(C) could email [HR@noevilfoods.com](mailto:HR@noevilfoods.com) if (b) (6), (b) (7)(C) had any questions regarding COBRA, unemployment or other matters post-employment.



## APPENDIX A: Pictures of Signage



Picture 1 – Make Room Posting #1



**Picture 2 – Make Room Posting #2**

## APPENDIX B: Training and Refresh on GMPs and Signage

### REMINDERS FOR GMP ENFORCEMENT AND COMPLIANCE

- ❖ All removable jewelry MUST be removed, THIS INCLUDES plain wedding bands.
- ❖ Medical alert bracelets are permitted but must be covered with a smock/glove.
- ❖ All non-removable jewelry must be covered with a blue metal detectable bandage AND a hair net/beard net.
- ❖ No personal items are permitted within the Production/Boxing Area or in the Gowning Rooms. Supervisors and Floor Leads may use a sanitized cell phone as a work tool.
- ❖ No food or drink, other than water in a plastic transparent bottle, is permitted in the Gowning Rooms or the Production Office.
- ❖ No coughing or sneezing around open food product.
- ❖ Gloves MUST be worn: 1) at all times in the Packaging Room 2) when handling post cook, unpackaged product and 3) when interacting with food contact surfaces of post cook, unpackaged product i.e. ovens, cooler, dishes and equipment.
- ❖ Nails MUST be cut short, clean and free of nail polish before coming into work.
- ❖ No hoods or hats may be exposed in the Production Area.
- ❖ New smocks are required after breaks and lunch.
- ❖ Hair nets/beard nets must be worn in the Boxing Area.
- ❖ Full length, non-sheer pants are required i.e. no capris or hose.
- ❖ Rubber soled, closed toe, closed heel shoes required in Production and Boxing Areas. No high heels are permitted.

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*\*refresh training on these postings delivered 04/28/20. Initial postings on or about production floor 04/21/20.*

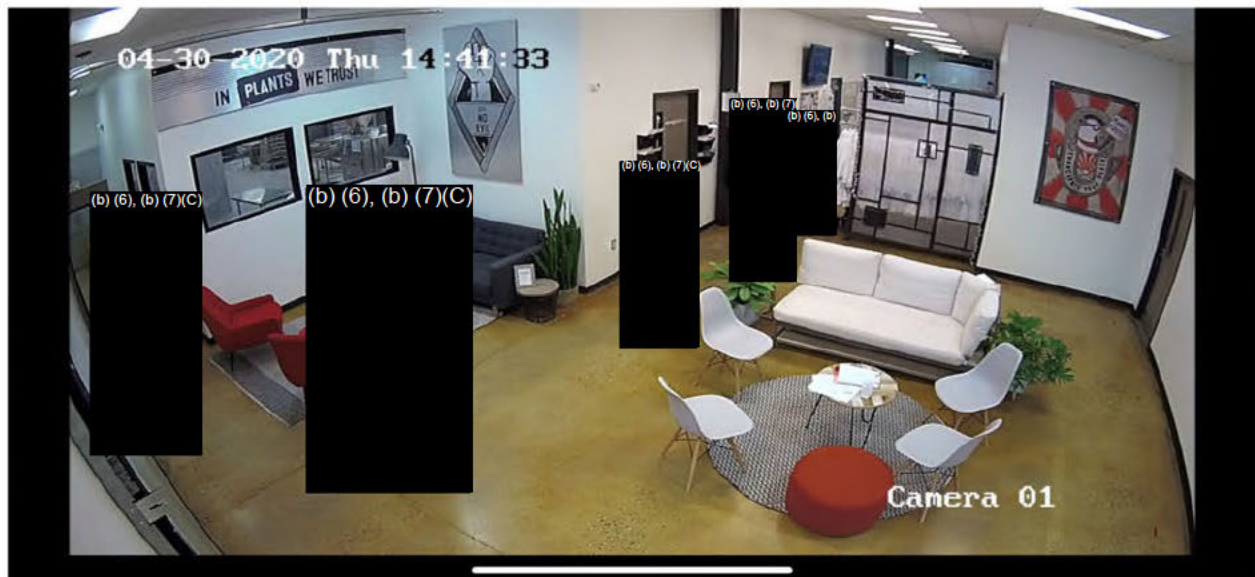
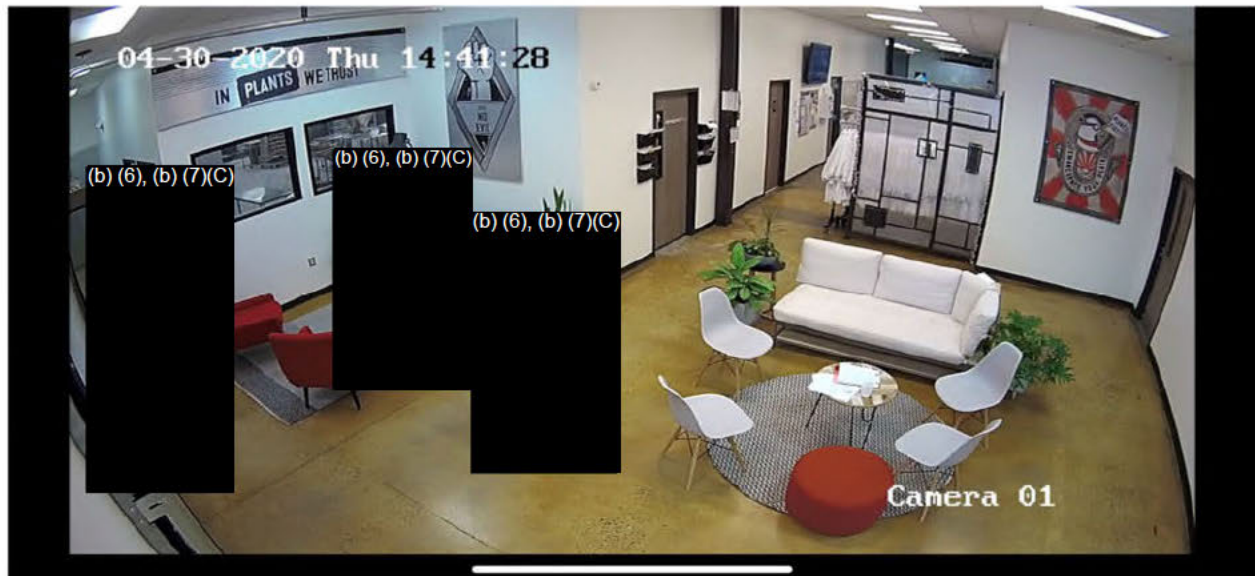
### APPENDIX C: Employee Discipline Report as of 05/01/20

Employee	Attend	Perform	Policy	Total	Notes
(b) (6), (b) (7)(C)	1	2	2	5	Violated GMPs – (b) (6), (b) (7)(C) 20
(b) (6), (b) (7)(C)	2			2	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	2	1	1	4	Perf review needs improvement (anticipate <i>improve</i> w/in 30 days)
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)	1			1	
(b) (6), (b) (7)(C)		1		1	
(b) (6), (b) (7)(C)	2			2	
(b) (6), (b) (7)(C)	3		3	6	Perf review needs improvement (anticipate <i>term</i> w/in 30 days)
(b) (6), (b) (7)(C)		1	2	3	Suspended pending term (b) (6), (b) (7)(C) 20
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)		1	1	2	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1	1		2	
(b) (6), (b) (7)(C)	1			1	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)		2		2	
(b) (6), (b) (7)(C)	1		2	3	
(b) (6), (b) (7)(C)			3	3	
(b) (6), (b) (7)(C)	2		4	6	Terminated (b) (6), (b) (7)(C) 20
(b) (6), (b) (7)(C)		2		2	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1			1	
(b) (6), (b) (7)(C)	1	1	3	5	Violated GMPs related to COVID-19.
(b) (6), (b) (7)(C)	1	2		3	
(b) (6), (b) (7)(C)	2	1	4	7	Terminated (b) (6), (b) (7)(C) 20
(b) (6), (b) (7)(C)		1	1	2	
(b) (6), (b) (7)(C)	3	1		4	Perf review needs improvement (anticipate <i>term</i> w/in 30 days)
(b) (6), (b) (7)(C)			1	1	
(b) (6), (b) (7)(C)	1	1		2	
(b) (6), (b) (7)(C)	1		1	2	
(b) (6), (b) (7)(C)	1	1	1	3	

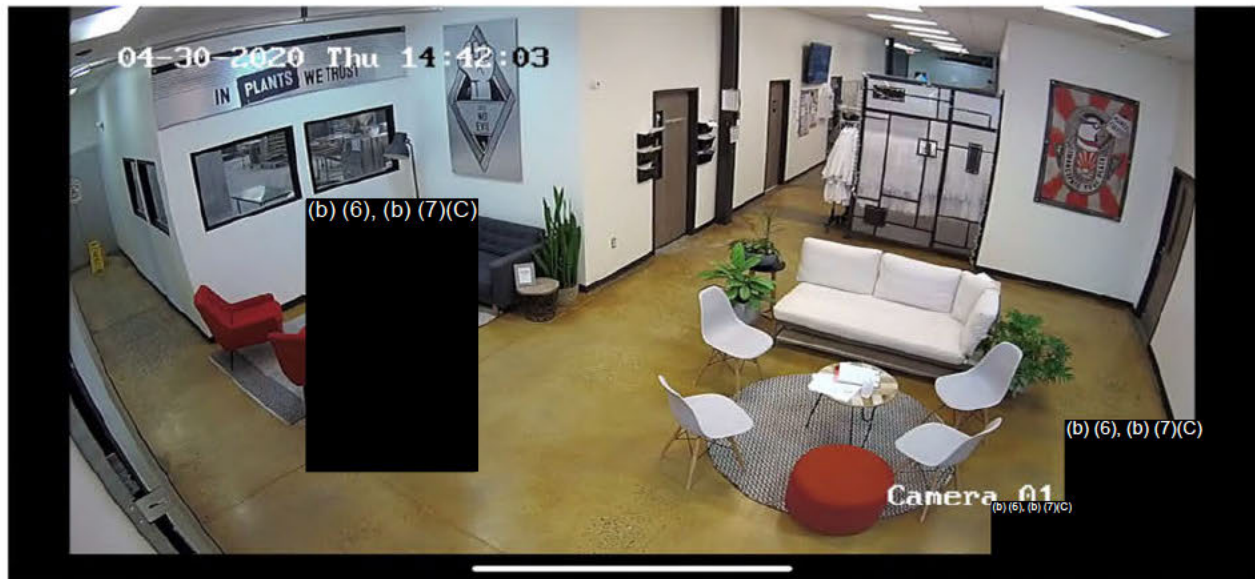


**APPENDIX D: Security Footage of (b) (6), (b) (7)(C) violating policy**

Employees entering facility for shift on (b) (6), (b) (7)(C) 20 wearing required PPE COVID-19 masks.

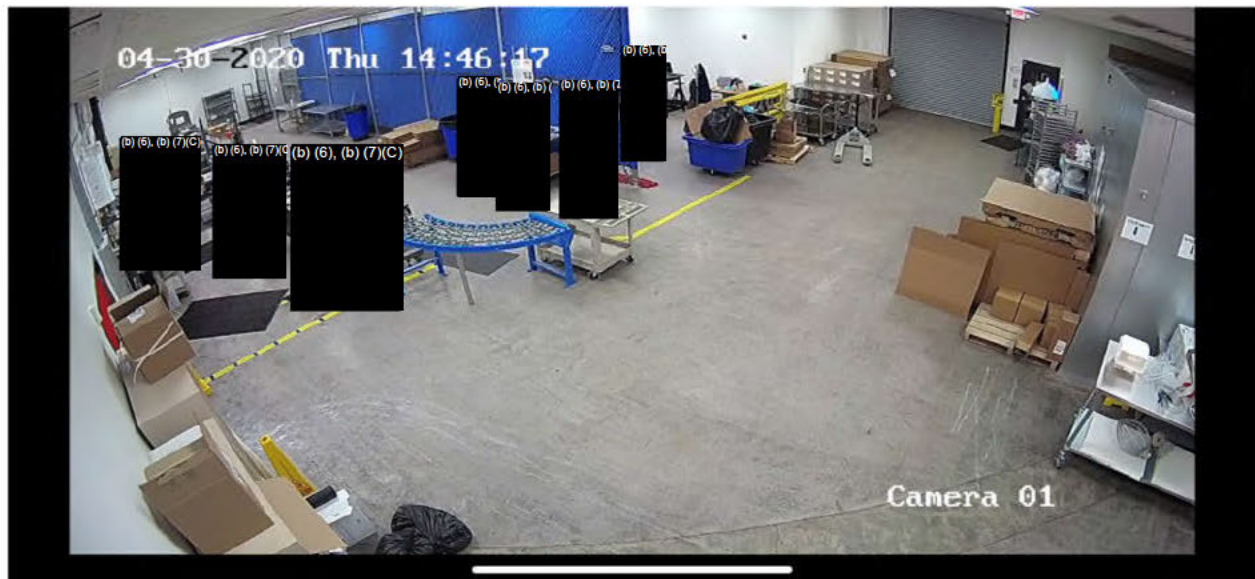
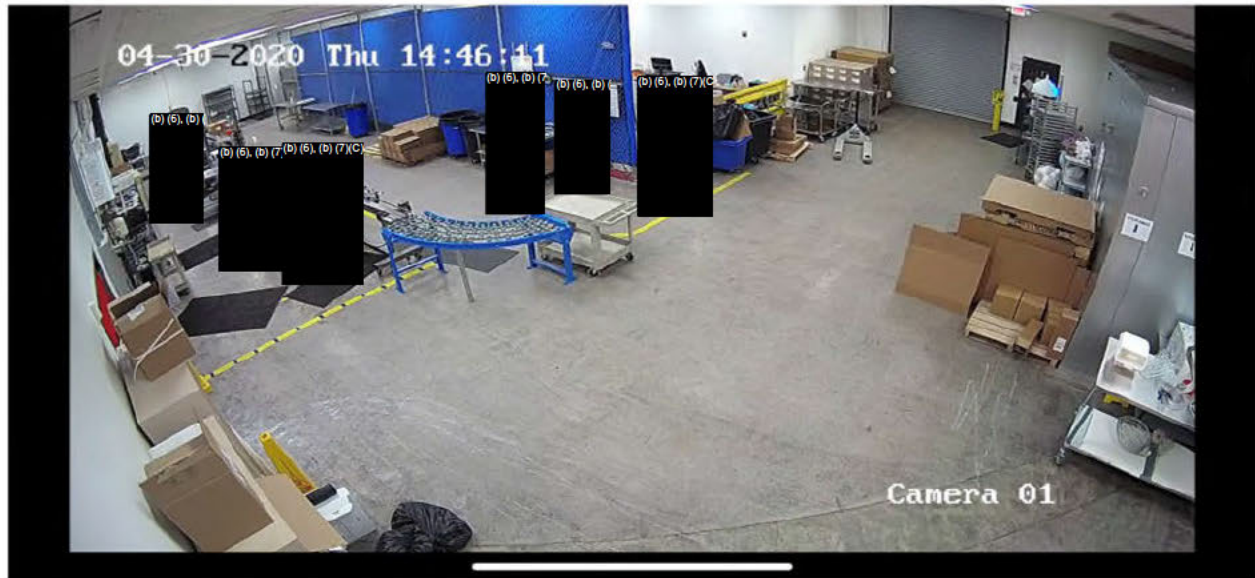


J. Reynolds entering facility with no required COVID-19 PPE mask worn.



(b) (6), (b) (7)(C)

leaving employee break area to enter shift in boxing area – no COVID-19 required PPE mask being worn. (Time lapse between initial entry and these photos over four minutes of exposure in a production area, employee break area, time clock room, and main lobby.)



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# **SUPPLEMENTAL EXHIBIT 1**





Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2020	(b) (6), (b) (7) 2020	(b) (6), (b) (7)(C)	Performance	Warning	(b) (6), (b) (7) did not capture the 140 degree on cook number 20 and we had to revert back to the out of oven time and temperature.
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2020	(b) (6), (b) (7) 2020	(b) (6), (b) (7)(C)	Policy	Warning	(b) (6), (b) (7) was witnessed by leadership using (b) (6), (b) (7) cell phone in the gowning room. Upon returning to the floor, (b) (6), (b) (7) put on gloves without washing (b) (6), (b) (7) hands. This violates basic GMP standards. (b) (6), (b) (7) was reminded of GMP handwashing standards. Any further instance of GMP violations will result in disciplinary action.
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2020	(b) (6), (b) (7) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	Cell phone in pocket in boxing.  I reminded them that boxing is a GMP area and cell phones must be kept in lockers.
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2020	(b) (6), (b) (7) 2020	(b) (6), (b) (7)(C)	Performance	Coaching	(b) (6), (b) (7)(C) making an entry for (b) (6), (b) (7)(C)  (b) (6), (b) (7) statement : I caught cook 3.2 [of lot code 0429215] without any information in the 39 degree section and communicated with (b) (6), (b) (7) how crucial recording time in the moment is and then I had (b) (6), (b) (7) correct (b) (6), (b) (7) mistake. (b) (6), (b) (7)(C) (b) (6), (b) (7) 20
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2020	(b) (6), (b) (7) 2020	(b) (6), (b) (7)(C)	Performance	Termination	(b) (6), (b) (7) has a history of poor documentation and GMP violations. It is for these reasons (b) (6), (b) (7) will be terminated.
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7) 2020	(b) (6), (b) (7) 2020	(b) (6), (b) (7)(C)	Policy	Suspension	I spoke with (b) (6), (b) (7) today via phone to inform him of the suspension, pending a discussion with HR.  I told (b) (6), (b) (7) the suspension was based on poor documentation. (b) (6), (b) (7) pushed back saying (to paraphrase), " You mean the day I helped you out by being temp wizard?" (b) (6), (b) (7) implied that because (b) (6), (b) (7) was not scheduled in the temp wizard role, but was asked to cover at the start of shift, that (b) (6), (b) (7) was not responsible for the poor documentation. I explained to (b) (6), (b) (7) that the position is a basic job function. a

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# **SUPPLEMENTAL EXHIBIT 2**



Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Counseling	HR was contacted by (b) (6), (b) (7)(C) to report that (b) (6), (b) (7)(C) had no call, no showed to work on Friday, (b) (6), (b) (7)(C) and Sunday, (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) did not know what to do next.  (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) by phone on Monday, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) was out sick and had lost (b) (6), (b) (7)(C) phone so could not call in. (b) (6), (b) (7)(C) reported feeling better and that (b) (6), (b) (7)(C) would be reporting to shift on Monday evening.  (b) (6), (b) (7)(C) was reminded of the importance of calling in, even if by email - (b) (6), (b) (7)(C) acknowledged this.

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# **SUPPLEMENTAL EXHIBIT 3**





Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) spoke about (b) (6), (b) (7)(C) attitude on the floor. (b) (6), (b) (7)(C) bad moods are apparent to and affect everyone in the room. (b) (6), (b) (7)(C) was heard by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) loudly yelling in the walk in, and by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) later in the day yelling in the gown room. (b) (6), (b) (7)(C) was advised to be more aware of (b) (6), (b) (7)(C) presence in the production space, and to communicate feelings of overwhelm to (b) (6), (b) (7)(C) in order to take small breaks as needed to calm down and collect (b) (6), (b) (7)(C).
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Verbal Warning	(b) (6), (b) (7)(C) attitude was not improved today. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) about log in information for the music tablet in mix. When we (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) we didnt know, it set (b) (6), (b) (7)(C) off. (b) (6), (b) (7)(C) witnessed (b) (6), (b) (7)(C) aggressively hit a Soy barrel and the throw a broom to the ground in frustration. (b) (6), (b) (7)(C) instructed (b) (6), (b) (7)(C) to take the rest of the day off, and that the attitude and violent outbursts were not acceptable behavior for NO Evil Foods.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020		(b) (6), (b) (7)(C)	Policy	Note to File	(b) (6), (b) (7)(C) Upon arriving to work, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) floor leads, said that (b) (6), (b) (7)(C) was very angry and was questioning the status of pre-batches and where pallets were stationed, continually being disrespectful to (b) (6), (b) (7)(C) saying "This is above my pay grade, you figure this shit out". (b) (6), (b) (7)(C) then said (b) (6), (b) (7)(C) needed to leave and left the site.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Termination	(b) (6), (b) (7)(C) With (b) (6), (b) (7)(C) As a result of the infraction on (b) (6), (b) (7)(C) and with the previous disciplinary actions taken for behavior, the decision was made to terminate (b) (6), (b) (7)(C) effective (b) (6), (b) (7)(C) 2020. (b) (6), (b) (7)(C) was brought into the production office upon arrival on (b) (6), (b) (7)(C) 2020. (b) (6), (b) (7)(C) was told that (b) (6), (b) (7)(C) attitude and behavior were not in line with No Evil Foods culture or standards, and that (b) (6), (b) (7)(C) would no longer be employed by No Evil Foods.

No Evil Foods, Inc.  
Cases 10-CA-259825 and 10-CA-260043

# **SUPPLEMENTAL EXHIBIT 4**



Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	(b) (6), (b) (7)(C) brought to my attention that (b) (6), (b) (7)(C) has been writing temperatures under 140 degrees in the above 140 degree box on travel logs. I coached (b) (6), (b) (7)(C) on the process and (b) (6), (b) (7)(C) was very receptive to the feedback.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Warning	(b) (6), (b) (7)(C) has been late 5 times in the last month. Those dates are as follows: (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) 2020. I explained to (b) (6), (b) (7)(C) our attendance policy. (b) (6), (b) (7)(C) admitted that (b) (6), (b) (7)(C) needs to work on being on time. (b) (6), (b) (7)(C) was very receptive to the feedback. I explained to (b) (6), (b) (7)(C) that further attendance issues could result in disciplinary action up to and including termination, and (b) (6), (b) (7)(C) acknowledged.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	It was relayed to me that (b) (6), (b) (7)(C) has been seen entering the gowning room with (b) (6), (b) (7)(C) phone in (b) (6), (b) (7)(C) hand and (b) (6), (b) (7)(C) wallet in (b) (6), (b) (7)(C) pocket, and then heading onto the production floor. With those items in (b) (6), (b) (7)(C) pocket. Per our GMP's, we are not allowed to have any personal items on the floor. I told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was seen with these items entering the floor, and (b) (6), (b) (7)(C) apologized and was very receptive to the feedback.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Final Warning	(b) (6), (b) (7)(C) took a 69 minute lunch on Friday. I asked (b) (6), (b) (7)(C) why (b) (6), (b) (7)(C) was late and (b) (6), (b) (7)(C) had fallen asleep in (b) (6), (b) (7)(C) car. I typed up and issued a final warning. I told (b) (6), (b) (7)(C) that I appreciate (b) (6), (b) (7)(C) willingness and work ethic, but that we cannot have (b) (6), (b) (7)(C) have anymore attendance issues. (b) (6), (b) (7)(C) was very receptive to the feedback.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Suspension	(b) (6), (b) (7)(C) was observed by (b) (6), (b) (7)(C) having personal items in (b) (6), (b) (7)(C) pockets while in a GMP area. This is not the first time (b) (6), (b) (7)(C) has been seen having personal items on (b) (6), (b) (7)(C) while in a GMP area or entering a GMP area. When I told (b) (6), (b) (7)(C) was seen with personal items in (b) (6), (b) (7)(C) pockets, (b) (6), (b) (7)(C) quickly admitted that (b) (6), (b) (7)(C) had those items in (b) (6), (b) (7)(C) pockets, but he didnt know that the boxing area was considered a GMP area. I told (b) (6), (b) (7)(C) was trained on GMP's, and has been coached recently on this topic. I told (b) (6), (b) (7)(C) we h
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Final Warning/Suspension	(b) (6), (b) (7)(C) was observed by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) violating GMPs by having mobile phones and other personal items in (b) (6), (b) (7)(C) pockets while on the boxing line. This is a violation of GMPs. (b) (6), (b) (7)(C) was suspended pending HR review. HR determined that within the first 90 days this is (b) (6), (b) (7)(C) fifth disciplinary action and (b) (6), (b) (7)(C) employment will be terminated.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Termination	(b) (6), (b) (7)(C) was terminated by phone for multiple GMP and other disciplinary infractions in (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was notified by phone on (b) (6), (b) (7)(C) 20 at approximately 3:10pm. (b) (6), (b) (7)(C) was told to contact HR@noevilfoods.com if (b) (6), (b) (7)(C) had any questions.

No Evil Foods, Inc.  
Cases 10-CA-259825 and 10-CA-260043

# **SUPPLEMENTAL EXHIBIT 5**





Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Performance	Verbal Warning	(b) (6), (b) (7)(C) left the dish pit in unsatisfactory condition with multiple items either wet stacked or dirty. There were flour cambros that had not been washed, and the liquid pumps were still dirty.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Coaching	(b) (6), (b) (7)(C) was late. (b) (6), (b) (7)(C) states that (b) (6), (b) (7)(C) called the production office to inform folks that (b) (6), (b) (7)(C) was running late. I did not have any record of this, I informed (b) (6), (b) (7)(C) to give (b) (6), (b) (7)(C) a sticky note that has (b) (6), (b) (7)(C) email, (b) (6), (b) (7)(C) email, and my own email (b) (6), (b) (7)(C). It is best practice to contact your immediate supervisor, but makes sense to copy (b) (6), (b) (7)(C) and myself so someone from production leadership is informed.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Coaching	It appeared that (b) (6), (b) (7)(C) was off the floor for an extended lunch; when I went to check when (b) (6), (b) (7)(C) clocked out for lunch, I found that (b) (6), (b) (7)(C) had not been clocking (b) (6), (b) (7)(C) lunches. I expressed to (b) (6), (b) (7)(C) why it is important to document our lunches, and that we get a paid lunch up to 30 minutes. I think walked (b) (6), (b) (7)(C) through the process of clocking meals and showed (b) (6), (b) (7)(C) the instructions for doing so.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Coaching	(b) (6), (b) (7)(C) states that (b) (6), (b) (7)(C) phone was not working and could not get in touch with us because of this. (b) (6), (b) (7)(C) arrived 40 minutes late to (b) (6), (b) (7)(C) shift. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was dealing with family issues that prevented (b) (6), (b) (7)(C) from being on time. I expressed that if (b) (6), (b) (7)(C) knows that (b) (6), (b) (7)(C) has plans with family that may be running long please get in touch with us so we can accommodate appropriately.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Verbal Warning	(b) (6), (b) (7)(C) has been late several times over the last two week pay period. I spoke with (b) (6), (b) (7)(C) and showed (b) (6), (b) (7)(C) time card for two weeks. I asked (b) (6), (b) (7)(C) why (b) (6), (b) (7)(C) has been late and having attendance issues. (b) (6), (b) (7)(C) said her tag on (b) (6), (b) (7)(C) car is dead and (b) (6), (b) (7)(C) is having to stay in between (b) (6), (b) (7)(C) house and (b) (6), (b) (7)(C) to get rides to work. (b) (6), (b) (7)(C) said once (b) (6), (b) (7)(C) gets her taxes (b) (6), (b) (7)(C) will have the money to fix (b) (6), (b) (7)(C) tags. I told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) has a two week probationary period where (b) (6), (b) (7)(C) has to be on time.
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Verbal Warning	(b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) phone and was wearing earphones while in a GMP area. I explained to (b) (6), (b) (7)(C) that we are manufacturing food and we are not allowed to have personal items on the floor. (b) (6), (b) (7)(C) kept asking if (b) (6), (b) (7)(C) could keep them because there was no music or speaker in dish pit. I explained again that this is a GMP we have to follow GMP's. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would put the phone and earphones away. (b) (6), (b) (7)(C) walked back into dish later and (b) (6), (b) (7)(C) had earphones in still. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to please remove the earphones again.

No Evil Foods, Inc.  
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# **SUPPLEMENTAL EXHIBIT 6**



Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Performance	Coaching	<p>Asking for feedback on new boxing line, was met without acknowledgment or response. When spoken to directly asking for feedback on the new system (b) (6), (b) (7)(C) responded "I'm not paid to give my opinion".</p> <p>(b) (6), (b) (7)(C) spoke to (b) (6), (b) (7)(C) 1:1 the following day to let (b) (6), (b) (7)(C) know that job expectations are to provide feedback on improvements, suggestions, and acknowledgment when somebody is talking to them about their work.</p> <p>(b) (6), (b) (7)(C) was very emotionally charged and seemed annoyed (cont in Notes)</p> <p>(b) (6), (b) (7)(C) was disrespectful and refused to take direction from (b) (6), (b) (7)(C)</p> <p>(b) (6), (b) (7)(C) interaction on (b) (6), (b) (7)(C) 20 where (b) (6), (b) (7)(C) attempted to address concerns with (b) (6), (b) (7)(C)</p>
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Performance	Verbal Warning	<p>(b) (6), (b) (7)(C) is receiving a verbal warning for violation of code of conduct. The clear expectation is that (b) (6), (b) (7)(C) take direction from all leaders. (b) (6), (b) (7)(C) is also expected to be respectful and contribute to positive team interactions to enable a safe, productive work environment.</p> <p>(b) (6), (b) (7)(C) was spoken to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is not to take lunch during these days.</p> <p>(b) (6), (b) (7)(C) went to lunch @ 11, forgetting (b) (6), (b) (7)(C) situation. However, (b) (6), (b) (7)(C) should assume responsibility to remind (b) (6), (b) (7)(C) of the situation.</p> <p>clocked out 40 min earlier than allowed.</p>
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Attendance	None taken	<p>(b) (6), (b) (7)(C) clocked out at 11:18. (b) (6), (b) (7)(C) request to leave at 12 on Fridays was grandfathered in with schedule changed Fall 2019.</p> <p>(b) (6), (b) (7)(C) was spoken to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is not to take lunch during these days.</p> <p>(b) (6), (b) (7)(C) went to lunch @ 11, forgetting (b) (6), (b) (7)(C) situation. However, (b) (6), (b) (7)(C) should assume responsibility to remind (b) (6), (b) (7)(C) of the situation.</p> <p>clocked out 40 min earlier than allowed.</p>
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Coaching	<p>dress code/gmp violation.</p>
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Attendance	Warning	<p>1. First Warning – Verbal From: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2020</p> <p>Warning – Attendance Policy Violation (Verbal)</p> <p>You have been absent – unexcused on the following days: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)</p> <p>(b) (6), (b) (7)(C) was seen on the production floor wearing earrings.</p>
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Warning	<p>I approached (b) (6), (b) (7)(C) and asked if (b) (6), (b) (7)(C) had earring in, and (b) (6), (b) (7)(C) said yes, but that (b) (6), (b) (7)(C) had them covered. (b) (6), (b) (7)(C) had the earrings covered with brown/flesh colored bandages.</p> <p>A asked (b) (6), (b) (7)(C) to show me the earrings, and asked if they were removable. (b) (6), (b) (7)(C) said they were, and I told (b) (6), (b) (7)(C) would need to remove them.</p> <p>GMP statement specific to jewelry copied into the Notes section.</p>

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# **SUPPLEMENTAL EXHIBIT 7**





Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description
Active	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Performance	Conversation	I asked (b) (6), (b) (7)(C) to go help out in dish since (b) (6), (b) (7)(C) has not helped out this week and everybody else has. (b) (6), (b) (7)(C) instantly got upset and disrespectful. (b) (6), (b) (7)(C) tried to refuse going into dish. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) has a health problem and that is why (b) (6), (b) (7)(C) can't wash dishes. I told (b) (6), (b) (7)(C) that we have to have a doctors note saying (b) (6), (b) (7)(C) can't perform tasks that we ask to do. I told (b) (6), (b) (7)(C) that I cannot make everyone else but (b) (6), (b) (7)(C) wash dishes and that we all need to support the team right now. (b) (6), (b) (7)(C) texted (b) (6), (b) (7)(C) and spent 15 minute
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Verbal Warning	All Sanitation Bnders had missing entries to verify proper Cleaning and/or Sanitation. The Sanitation Team was collectively spoken to and reminded of the Training they had been given 5/4. They are all being written up for not ensuring critical logs are filled out correctly. (b) (6), (b) (7)(C)
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Performance	Note to File	(b) (6), (b) (7)(C) is demonstrating a pattern of absenteeism that is concerning. (b) (6), (b) (7)(C) started with NEF having car issues and was granted a temporary modified schedule. (b) (6), (b) (7)(C) was absent for (b) (6), (b) (7)(C) was cleared for (b) (6), (b) (7)(C) then (b) (6), (b) (7)(C) from what was reported was (b) (6), (b) (7)(C) and was out of work for a day, and on (b) (6), (b) (7)(C) 20, requested to go home early with (b) (6), (b) (7)(C)
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Attendance	Final Warning	(b) (6), (b) (7)(C) also observed visually dirty clothes on (b) (6), (b) (7)(C) 20. (b) (6), (b) (7)(C) was absent, telling (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was having car trouble. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to contact HR about (b) (6), (b) (7)(C) issues. This is in addition to his continued patterns of absences. A final warning was planned to be issued (b) (6), (b) (7)(C) via (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) however, (b) (6), (b) (7)(C) was dismissed early due to multiple issues of behavior (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Terminated	(b) (6), (b) (7)(C)		(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Suspension	From (b) (6), (b) (7)(C) email: 1st Issue: Took 45 mins after clocking in to get on the floor to work. 2nd Issue: Breaking GMP by wearing boots without shoe covers in the warehouse, Occurred (b) (6), (b) (7)(C) stopped (b) (6), (b) (7)(C) and provided coaching to correct this GMP policy. (b) (6), (b) (7)(C) reaction was poor and (b) (6), (b) (7)(C) did not take responsibility and began trying to redirect and mentioning faults of other people

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# **SUPPLEMENTAL EXHIBIT 8**



Status	Last Name	First Name	Manager	Supervisor	Offense Date	Ac. Tkn. Date	Authority	Offense Type	Action Taken	Offense Description
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	Supervisor	Policy	Coaching	(b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) phone out while in packaging.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	Supervisor	Policy	Coaching	(b) (6), (b) (7)(C) was lifting a bin of product without a buddy and (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that you can get written up for not having a buddy to lift product. (b) (6), (b) (7)(C) laughed and continued lifting anyways. I overheard this conversation so I went over there and told (b) (6), (b) (7)(C) you can get a write up for not following company policies and that is a safety risk.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	Supervisor	Attendance	Coaching	(b) (6), (b) (7)(C) has one unexcused absence that happened on (b) (6), (b) (7)(C) left early due to (b) (6), (b) (7)(C) having (b) (6), (b) (7)(C) also has several tardy days. They are as follows: (b) (6), (b) (7)(C) 2020, (b) (6), (b) (7)(C) 2020, and (b) (6), (b) (7)(C) 2020. I explained to (b) (6), (b) (7)(C) the attendance policy and (b) (6), (b) (7)(C) was very understanding and thanked me for checking in with (b) (6), (b) (7)(C) over (b) (6), (b) (7)(C) attendance. I explained to (b) (6), (b) (7)(C) that further attendance issues could result in disciplinary action up to and including termination, and (b) (6), (b) (7)(C) acknowledged.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	Supervisor	Performance	Coaching	Spoke with (b) (6), (b) (7)(C) about what could have been done differently with Cook # 23 to prevent it from falling over. (b) (6), (b) (7)(C) identified correctly that (b) (6), (b) (7)(C) should have held the rack lower and moved more slowly. (b) (6), (b) (7)(C) apologized and stated (b) (6), (b) (7)(C) would be more careful in the future.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	Supervisor	Performance	Coaching	Spoke with (b) (6), (b) (7)(C) regarding the red bin usage and communication with team members. Asked (b) (6), (b) (7)(C) to describe the incident. (b) (6), (b) (7)(C) did. (b) (6), (b) (7)(C) initially appeared to take this feedback well and was able to identify what (b) (6), (b) (7)(C) should have done differently; find grey bin, alert team members to issue, take red bin to dish, find floor lead. Immediately after this (b) (6), (b) (7)(C) was shedding responsibility and blaming the lack of grey bins, the person who took red bin off scale and being tired at end of night.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	Supervisor	Policy	Written Warning	Quality Position on ULMA found an animal hair in a sealed package. (b) (6), (b) (7)(C) followed up with the 2 people operating the ULMA. (b) (6), (b) (7)(C) gown had a button open and (b) (6), (b) (7)(C) saw animal hair. (b) (6), (b) (7)(C) removed (b) (6), (b) (7)(C) from Pack. asked (b) (6), (b) (7)(C) to remove (b) (6), (b) (7)(C) gown. (b) (6), (b) (7)(C) had animal hair. (b) (6), (b) (7)(C) shirt had much more hair. (b) (6), (b) (7)(C) identified hair as (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) animal's. (b) (6), (b) (7)(C) went (b) (6), (b) (7)(C) home to change. (b) (6), (b) (7)(C) response was (b) (6), (b) (7)(C) had tie down clothes. (b) (6), (b) (7)(C) continued to text and was taking no responsibility.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	HR	Policy	Written Warning	(b) (6), (b) (7)(C) delivered this written warning to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2020 due to (b) (6), (b) (7)(C) absence due to (b) (6), (b) (7)(C) and a priority on providing timely feedback to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was provided a written warning on a GMP violation and two performance issues - documented in (b) (6), (b) (7)(C) disciplinary record on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) accepted the feedback, the warning, acknowledged the errors and committed to improvement. (b) (6), (b) (7)(C) warning is in (b) (6), (b) (7)(C) employment file.

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# **SUPPLEMENTAL EXHIBIT 9**





## Dress Code/GMP Violations

Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	coaching	Dress code/gmp violation. (b) (6), (b) (7)(C)
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Warning	(b) (6), (b) (7)(C) was wearing booties on the production floor. I kindly reminded (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had booties on on the production floor. (b) (6), (b) (7)(C) then told me (b) (6), (b) (7)(C) did not want to take them off because (b) (6), (b) (7)(C) would have to wash (b) (6), (b) (7)(C) hands and change (b) (6), (b) (7)(C) gloves. I asked (b) (6), (b) (7)(C) again to take them off so (b) (6), (b) (7)(C) used (b) (6), (b) (7)(C) feet to take (b) (6), (b) (7)(C) off. I then told (b) (6), (b) (7)(C) to pick them up and throw them away. After lunch I saw (b) (6), (b) (7)(C) chewing on something while on the production floor so I asked (b) (6), (b) (7)(C) not to do that and stated that is a GMP.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Coaching	(b) (6), (b) (7)(C) noticed (b) (6), (b) (7)(C) texting as (b) (6), (b) (7)(C) walked by my office to go back into Packaging. (b) (6), (b) (7)(C) put (b) (6), (b) (7)(C) phone in (b) (6), (b) (7)(C) pocket and reminded (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) needed to put the phone in (b) (6), (b) (7)(C) pocket before returning to the floor, as per our GMP policy. (b) (6), (b) (7)(C) understood and did that.
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Written Warning	(b) (6), (b) (7)(C) was witnessed by (b) (6), (b) (7)(C) using (b) (6), (b) (7)(C) cell phone in boxing.  GMP training (2/17) and a reminder of cell phone policies (at huddle 2/26 ) both occurred within the last two weeks.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Coaching	(b) (6), (b) (7)(C) was walking by boxing and noticed a Tablet cover resting on the Case Taper. (b) (6), (b) (7)(C) picked up the cover up and saw a phone. (b) (6), (b) (7)(C) said it was (b) (6), (b) (7)(C) phone. (b) (6), (b) (7)(C) was reminded this was a GMP area and the rules still apply so no personal property. (b) (6), (b) (7)(C) was told to put it in a locker. (b) (6), (b) (7)(C) came to (b) (6), (b) (7)(C) office and told (b) (6), (b) (7)(C) If it makes you feel better, I only do it in boxing. (b) (6), (b) (7)(C) replied That doesn't make me feel better, it will be a write up. (b) (6), (b) (7)(C) understood.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Conversation	Cell phone in pocket in boxing.  I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers.
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	Policy	Conversation	Cell phone in pocket in boxing.  I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers.  (b) (6), (b) (7)(C)

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# **SUPPLEMENTAL EXHIBIT 10**



## COVID-19 Related Discipline

Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Policy	coaching	<p>(b) (6), (b) (7)(C) was noticed working on the shredder with (b) (6), (b) (7)(C) face mask pulled down, no longer covering nose/mouth.</p> <p>(b) (6), (b) (7)(C) informed me that they were working on the third shred back-to-back, and was having some difficulty breathing through the mask, in addition to the steamy/sweaty conditions presented by shredding.</p> <p>I told (b) (6), (b) (7)(C) I understood the frustration and discomfort, but that the masks were not optional. I coached (b) (6), (b) (7)(C) to ask for a break in the future if (b) (6), (b) (7)(C) needed relief from shredding.</p> <p>(b) (6), (b) (7)(C) confirmed</p>
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Policy	Coaching	<p>(b) (6), (b) (7)(C) was wearing Neck Gaiter instead of required face mask of either disposable surgical mask type or washable fabric material as identified in NEF's Covid Weekly update 5/22/20 &amp; prior. Reminded (b) (6), (b) (7)(C) of the requirement (b) (6), (b) (7)(C) apologized and said (b) (6), (b) (7)(C) left (b) (6), (b) (7)(C) at home today. (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) didn't catch that information from the Covid update. Offered another mask for today (b) (6), (b) (7)(C) chose the disposable surgical mask type and changed into it right away.</p>
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	2020	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Performance	No Action Taken Yet	<p>(b) (6), (b) (7)(C) had an absolutely inappropriate response to feedback and assistance from (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was a witness to this incident. All notes here are from discussions with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) lowered (b) (6), (b) (7)(C) mask to yell at (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) was trying to address (b) (6), (b) (7)(C) concern that a Cook was not cooking fast enough in the past chiller. (b) (6), (b) (7)(C) waited until 10:44 min of the 2 hour temp time. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) cold (b) (6), (b) (7)(C) earlier, but (b) (6), (b) (7)(C) has not recollection. (b) (6), (b) (7)(C) is very detail oriented and I trust (b) (6), (b) (7)(C) report.</p>

No Evil Foods, Inc.  
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# **SECOND SUPPLEMENTAL EXHIBIT 1**





### All employees who received warnings for cell phones in the boxing area on April 24, 2020

Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	Cell phone in pocket in boxing. I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers. (b) (6), (b) (7)(C)
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Conversation	Cell phone in pocket in boxing. I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers. (b) (6), (b) (7)(C)
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	Cell phone in pocket in boxing. I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers. (b) (6), (b) (7)(C)
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Conversation	Cell phone in pocket in boxing. I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers. (b) (6), (b) (7)(C)
Terminated	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Coaching	Cell phone in pocket in boxing. I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers. (b) (6), (b) (7)(C)
Active	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C) 2020	(b) (6), (b) (7)(C)	Policy	Conversation	Cell phone in pocket in boxing. I reminded (b) (6), (b) (7)(C) that boxing is a GMP area and cell phones must be kept in lockers. (b) (6), (b) (7)(C)

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# **SECOND SUPPLEMENTAL EXHIBIT 2**



EE: (b) (6), (b) (7)(C)

No Evil Foods, Inc.

Supervisor: (b) (6), (b) (7)(C)

EEID: (b) (6), (b) (7)(C)

Manager: (b) (6), (b) (7)(C)

TCID: (b) (6), (b) (7)(C)

Pay Group: (b) (6), (b) (7)(C)

Policy Group: (b) (6), (b) (7)(C)

- 1/1/2020 to 4/30/2020 -

Hire Date: (b) (6), (b) (7)(C)

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
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(b) (6), (b) (7)(C)

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
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(b) (6), (b) (7)(C)



Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											



Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
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(b) (6), (b) (7)(C)											
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Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
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(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

<b>Earning Summary</b>
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Paid		Hours	Dollars	Unpaid		Hours	Dollars
Holiday				Unpaid Time Off			
Hourly Pay				Unpaid Sick			
Meal Pay							
Break Pay							
Overtime							

Alert Summary			
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Day	Date	Start	End	Alert Type	Reviewed Status	Notes
(6), (b) (7)(C)						



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# **SECOND SUPPLEMENTAL EXHIBIT 3**



EE: (b) (6), (b) (7)(C)

No Evil Foods, Inc.

Supervisor (b) (6), (b) (7)(C)

EEID: (b) (6), (b) (7)(C)

**Manager:** (b) (6), (b) (7)(C)

TCID: (b) (6), (b) (7)(C)

**Pay Group:** (b) (6), (b) (7)(C)

**Policy Group:** (b) (6), (b) (7)(C)

**Hire Date:** [REDACTED]

# Time Card Report

- 1/1/2020 to 4/30/2020 -

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	P
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(b) (6), (b) (7)(C)

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											



Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											



Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											

Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
-----	-------	------	-------	-----	------------	-------------	------------	---------	-------	------	--------

(b) (6), (b) (7)(C)											
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Day	Alert	Date	Start	End	Department	Labor Group	GL Account	Earning	Hours	Paid	Unpaid
(b) (6), (b) (7)(C)											
Total										(b) (6), (b) (7)(C)	



Labor Summary					
Department	Labor Group	GL Account	Earning	Dollars	Paid Unpaid
(b) (6), (b) (7)(C)					

Earning Summary					
Paid		Hours	Dollars	Unpaid	
Holiday		(b) (6), (b) (7)(C)		Unpaid Time Off	
Hourly Pay		(b) (6), (b) (7)(C)		Unpaid Sick	
Float Holiday					
Meal Pay					
Break Pay					
Overtime					

### Alert Summary

Day	Date	Start	End	Alert Type	Reviewed Status	Notes
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(b) (6), (b) (7)(C)

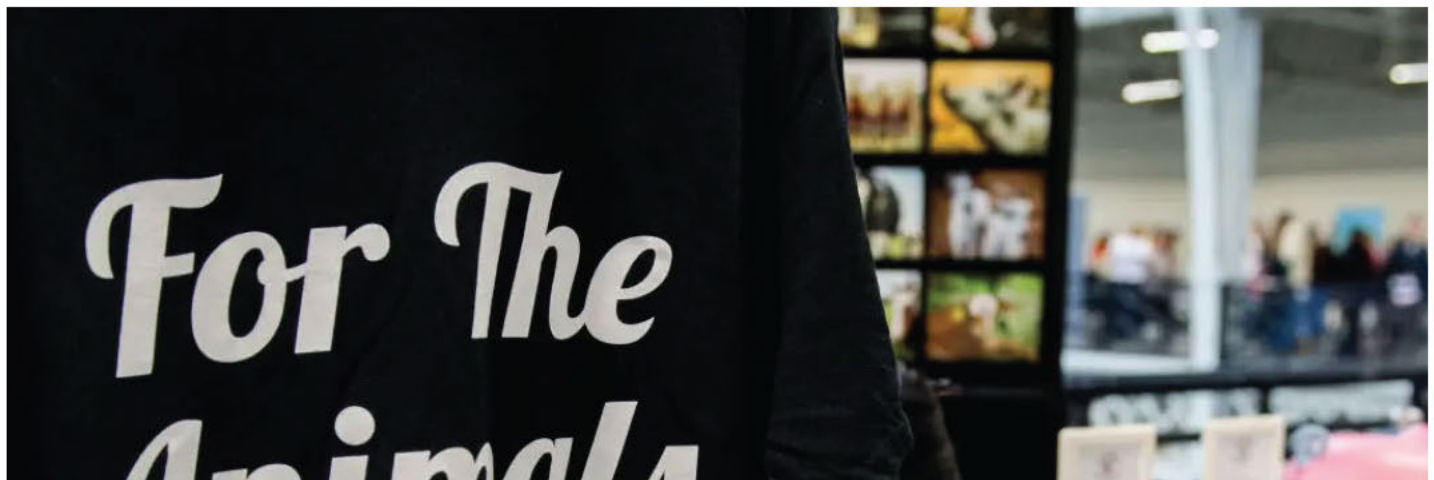
▼ DOW +0.17%    ▼ S&P 500 +0.32%    ▼ NASDAQ 100 +1.12%

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## A vegan company lost more than 10% of its workforce after it gave employees 24 hours to decide whether to keep working during the coronavirus pandemic or quit

(b) (6), (b) (7)(C)

Mar 31, 2020, 5:46 PM



54



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**Vegan shirts for sale during Plant Powered Expo 2020 at Olympia London on February 2, 2020 in London, England.** Ollie Millington/Getty Images

**North Carolina-based vegan brand No Evil Foods lost over 10% of its workforce after issuing a stark ultimatum during the coronavirus pandemic.**

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**It gave employees 24 hours to decide: stay, and get a bonus for good attendance, or quit and get severance.**

---

**Three current employees told Business Insider they felt the move ran counter to the company's socially-conscious branding, with immunocompromised employees less likely to remain.**

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**Food production has been declared "essential," but how those businesses operate is "uncharted territory," a spokesperson for vegan cheesemaker Miyoko's told Business Insider.**

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company with a social conscience.

But during the coronavirus pandemic the company — backed by [the same venture capitalists](#) who have helped propel brands Impossible Foods and Beyond Meat to fame — has, in the eyes of some employees, failed to live up to its branding.

On March 19, the day North Carolina reported its [first confirmed case](#) of the coronavirus infecting someone via community spread, No Evil Foods gave workers an ultimatum.

The company told employees they had 24 hours to choose from these options,

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The first was to keep showing up, with a temporary bump in pay to follow for perfect attendance.



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third was to resign, not to come back, and receive three weeks' severance.

The [document was published](#) by the Industrial Workers of the World, a radical labor union. Employees who accepted severance agree that, for the next year, they will not "engage in employment in competition with No Evil," nor reveal the terms of their departure to the media, according to a copy of the agreement obtained by Business Insider.

### **'Food as a force for good'**

Three current No Evil Foods employees, speaking on condition of anonymity for fear of retaliation, said they were drawn to their employer for its stated mission: "To use food as a force for good."

---

They expressed dismay over the reality of economics, in their view, taking priority over their safety.

The employees said they were essentially given a set of options that encourage those



They also expressed concern about a coworker with flu-like symptoms having potentially infected other employees.

That worker, according to the company, "has apparently self-quarantined," but their employer "has no direct knowledge of the employee's symptoms nor diagnoses."

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In a statement to Business Insider, Sadrah Schadel, co-founder of No Evil Foods, said that she was struggling to keep the company afloat.

"The people who show up on our lines are true heroes, as they keep the food flowing during this global pandemic," she said. "But if one of our employees does not want to work here anymore, we will immediately provide them three weeks paid leave. We wish we could do even more, but if we did, our family-operated company would end. There would be no jobs to return to for anyone."



"I don't even really think this is a horrible place," one employee told Business Insider.  
"I just think it's run by people who are very, very concerned with the bottom line."



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Another told Business Insider that No Evil Foods is "talking the talk," when it comes to being a socially conscious employer, "without actually walking the walk."

The worker pointed to the company's practice of encouraging employees to stay home if they feel ill, but at the same time providing a financial bonus to come in every day, and requiring a doctor's note for a single absence.

"They're incentivizing people to come in, saying if you get perfect attendance for the next 90 days we'll give you a raise for the next 90 days after that," the employee said. "They're saying, 'You can stay home if you don't feel good, if you don't feel safe here,' but they're requiring doctor's notes when it's impossible to get into a doctor right now."

Termed "Positive Attendance Pay," employees who remain with the company through the pandemic are eligible to receive an hourly pay increase of \$1.50. To others in the food industry, that's an eyebrow-raising incentive to offer right now.

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## Doing business during a pandemic

"Yeah, we wouldn't do that," Neil Cohen, Vice President of Marketing at Miyoko's, a vegan butter and cheese manufacturer in Sonoma, California, told Business Insider.

The company, which has about 80 employees working in production at any time, recently announced that anyone with cold or flu symptoms, be they temporary or full-time staff, could take up to 14 days' paid time off, without a doctor's note.

"Health and safety is critical," Cohen said. "But you want to also have continuity of business, as a business, you know, and it's challenging. For everybody right now... it's uncharted territory."

Cohen said no employees at Miyoko's have chosen to leave since the start of the COVID-19 outbreak.

---

~~Business Insider, choosing to take their three weeks severance. One quit before the~~  
severance was offered, but after the World Health Organization declared COVID-19 a pandemic. In total, it was a loss of about 13% of the workforce.

The company is now seeking to replace them, with new employees eligible for pandemic-related paid time off 30 days after the date of their hiring.

"I'm in complete agreement with my coworkers," another current employee told Business Insider, also noting that despite some attempts at social distancing, there were two other workers within six feet of their workstation.

"This company called 'No Evil Foods' — if you want to make it a moral issue, because that's the name of the company — is doing evil things," the employee said.

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*Have a news tip? Email the author: [cdavis@insider.com](mailto:cdavis@insider.com)*



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# NO EVIL

FOODS\*



108 Monticello Rd., Suite 2000

Weaverville, NC 28787

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Please be advised that, pursuant to the Settlement Agreement in Case 10-CA-259825, any references to your termination have been expunged from No Evil Foods files and your termination will not be used against you in any way.

Sincerely,

(b) (6), (b) (7)(C)

No Evil Foods

Statement of Earnings For: (b) (6), (b) (7)(C)				<b>No Evil Foods, LLC</b>			
Employee #: (b) (6), (b) (7)(C)	Division: (b) (6), (b) (7)(C)	Period Begin: (b) (6), (b) (7)(C)	Check Date: (b) (6), (b) (7)(C)	108 Monticello Rd.			
Clock Number: (b) (6), (b) (7)(C)	Department: (b) (6), (b) (7)(C)	Period End: (b) (6), (b) (7)(C)	Pay Type: (b) (6), (b) (7)(C)	Suite 2000			
SSN: (b) (6), (b) (7)(C)	Federal Filing: (b) (6), (b) (7)(C)	Exemptions: (b) (6), (b) (7)(C)	Additional Tax: (b) (6), (b) (7)(C)	Weaverville, NC 28787			
Company Id: (b) (6), (b) (7)(C)	State Filing: (b) (6), (b) (7)(C)			828-367-1536			
<b>Check Number</b>	<b>Check Amount</b>	<b>Gross Pay</b>	<b>Net Pay</b>	<b>Check Message</b>			
	\$11,991.41	\$22,394.00	\$11,991.41				
<b>EARNINGS</b>				<b>TAXES</b>			
*Not Included in Totals				<b>DEDUCTIONS</b>			
Description	Rate	Hours	Dollars	Description	Current	Description	Current
Retro Pay	15.9000	0.00	22,394.00	SOC SEC EE	1,388.43	Shoes for Crews	0.00
Holiday		0.00	0.00	MED EE	324.71		
Hourly Pay		0.00	0.00	FEDERAL WH	7,513.45		
Meal Pay		0.00	0.00	NORTH CAROLINA	1,176.00		
*Unpaid Time Off		0.00	0.00				
*Unpaid Sick		0.00	0.00				
Break Pay		0.00	0.00				
Overtime		0.00	0.00				
<b>Total:</b> 0.00 22,394.00				<b>Total:</b> 10,402.59		<b>Total:</b> 0.00	
<b>CURRENT PERIOD LEAVE ACCRUAL</b>				<b>DISTRIBUTION OF NET PAY</b>			

No Evil Foods, LLC  
 108 Monticello Rd.  
 Suite 2000  
 Weaverville, NC 28787  
 828-367-1536

<b>CHECK DATE</b>	<b>CHECK NUMBER</b>
11/23/2020	

<b>PAY THIS AMOUNT</b>
*****\$11,991.41

1170 D8

(b) (6), (b) (7)(C)

**NOT NEGOTIABLE**





**NO EVIL FOODS**  
108 MONTICELLO RD.  
STE 2000  
WEAVERVILLE, NC 28787

(b) (6), (b) (7)(C)

(b) (4)

**No Evil Foods, LLC**  
108 Monticello Rd Suite 2000  
Weaverville, NC 28787  
828-367-1536

**TD Bank**  
160 Weaver Blvd  
Weaverville, NC 28787  
67-219/630

(b) (6), (b) (7)(C) 20

PAY TO THE ORDER OF (b) (6), (b) (7)(C) \$11,991.41

*eleven thousand nine hundred ninety one dollars 41/100* DOLLARS

MEMO (b) (6), (b) (7)(C)

(b) (4)

PROTEIN FOR ALL.

WARNING BAND

(b) (4)

**No Evil Foods, LLC**  
108 Monticello Rd Suite 2000  
Weaverville, NC 28787  
828-367-1536

**TD Bank**  
160 Weaver Blvd  
Weaverville, NC 28787  
67-219/630

(b) (6), (b) (7)(C) 20

PAY TO THE ORDER OF (b) (6), (b) (7)(C) \$106.00

*one hundred six dollars 00/100* DOLLARS

MEMO (b) (6), (b) (7)(C)

(b) (4)

PROTEIN FOR ALL.  
IN PLANTS WE TRUST!

WARNING BAND

# NO EVIL

FOODS\*

✓

108 Monticello Rd., Suite 2000

Weaverville, NC 28787

(b) (6), (b) (7)(C) 2020

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Please be advised that, pursuant to the Settlement Agreement in Case 10-CA-259825, any references to your termination have been expunged from No Evil Foods files and your termination will not be used against you in any way.

Sincerely,

(b) (6), (b) (7)(C)

No Evil Foods

Statement of Earnings For: (b) (6), (b) (7)(C)				No Evil Foods, LLC	
Employee #: (b) (6), (b) (7)(C)	Division: (b) (6), (b) (7)(C)	Period Begins: (b) (6), (b) (7)(C)	Check Date: (b) (6), (b) (7)(C)	108 Monticello Rd.	
Check Number: (b) (6), (b) (7)(C)	Department: (b) (6), (b) (7)(C)	Period End: (b) (6), (b) (7)(C)	Pay Type: (b) (6), (b) (7)(C)	Suite 2000	
SSN: (b) (6), (b) (7)(C)	Federal Filing: (b) (6), (b) (7)(C)	Exemptions: (b) (6), (b) (7)(C)	Additional Tax: (b) (6), (b) (7)(C)	Weaverville, NC 28787	
Company Id: (b) (6), (b) (7)(C)	State Filing: (b) (6), (b) (7)(C)			828-367-1536	
Check Number:	Check Amount:	Gross Pay	Net Pay	Check Message	
	\$11,397.10	\$19,912.00	\$11,397.10		
EARNINGS			TAXES		DEDUCTIONS
*Not Included in Totals					
Description	Rate	Hours	Dollars	Description	Current
Retro Pay	16.6500	0.00	19,912.00	SOC SEC EE	1,234.55
Holiday	0.00	0.00	0.00	MED EE	288.73
Hourly Pay	0.00	0.00	0.00	FEDERAL WH	5,948.62
Float Holiday	0.00	0.00	0.00	NORTH CAROLINA	1,043.00
Meal Pay	0.00	0.00	0.00		
*Unpaid Time Off	0.00	0.00	0.00		
*Unpaid Sick	0.00	0.00	0.00		
Break Pay	0.00	0.00	0.00		
Overtime	0.00	0.00	0.00		
Total:			0.00 19,912.00	Total:	8,514.90
CURRENT PERIOD LEAVE ACCRUAL			DISTRIBUTION OF NET PAY		

No Evil Foods, LLC  
 108 Monticello Rd.  
 Suite 2000  
 Weaverville, NC 28787  
 828-367-1536

CHECK DATE (b) (6), (b) (7)(C) 2020	CHECK NUMBER (b) (6), (b) (7)(C)
--	-------------------------------------

PAY THIS AMOUNT *****\$11,397.10
-------------------------------------

1133 D8

(b) (6), (b) (7)(C)

NOT NEGOTIABLE





**NO EVIL FOODS**

108 MONTICELLO RD.  
STE 2000  
WEAVERVILLE, NC 28787

(b) (6), (b) (7)(C)

**No Evil Foods, LLC**  
108 Monticello Rd Suite 2000  
Weaverville, NC 28787  
828-367-1536

**TD Bank**  
150 Weaver Blvd  
Weaverville, NC 28787  
97-219/639

(b) (4)

(b) (6), (b) (7)(C) 20

PAY TO THE ORDER OF (b) (6), (b) (7)(C) \$ 11,397.10

*eleven thousand three hundred ninety seven dollars 10/100* DOLLARS

PROTEIN FOR ALL.  
IN PLANTS WE TRUST!

(b) (6), (b) (7)(C)

MEMO (b) (4) (b) (6), (b) (7)(C)

(b) (4)

**No Evil Foods, LLC**  
108 Monticello Rd Suite 2000  
Weaverville, NC 28787  
828-367-1536

**TD Bank**  
150 Weaver Blvd  
Weaverville, NC 28787  
97-219/639

(b) (4)

(b) (6), (b) (7)(C) 20

PAY TO THE ORDER OF (b) (6), (b) (7)(C) \$ 88.00

*eighty eight dollars 00/100* DOLLARS

PROTEIN FOR ALL.  
IN PLANTS WE TRUST!

(b) (6), (b) (7)(C)

MEMO (b) (4) (b) (6), (b) (7)(C)

(b) (4)



# Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: [Reporting Back Pay and Special Wage Payments to the Social Security Administration](#))

Employer Name and Address	No Evil Foods, Inc 108 Monticello Rd Ste 2000, Weaverville, NC 28787					
Employer's EIN:	(b) (4)	Tax Year in Which Award Payment Was Paid:				2020
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
(b) (6), (b) (7)(C)	\$19,912.00 01/2020 - 12/2020	\$10,562.15	\$10,562.15	2020	\$19,912.00	\$19,912.00
	\$22,394.00 01/2020 - 12/2020	\$8,704.00	\$8,704.00	2020	\$22,394.00	\$22,394.00

\*Exclude amounts specifically designated as damages, penalties, etc.  
 \*\*Exclude the amount of backpay, if any, included in that amount.  
 \*\*\*For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQGE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act

(b) (6), (b) (7)(C)

(Sign Name)

12/09/20

(Date)

Contact Person (for questions or additional information):

(b) (6), (b) (7)(C)

(Name of Contact)

(b) (6), (b) (7)(C)

(Contact Telephone Number)

Send Form to: This form should be e-filed on the Agency's website at [www.NLRB.gov](http://www.NLRB.gov)



<b>Copy B—To Be Filed With Employee's FEDERAL Tax Return</b> <small>This information is being furnished to the Internal Revenue Service.</small>			OMB No. (b) (4)		
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)			
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)			
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)			
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787					
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)					
7. Social security tips	8. Allocated tips	9.			
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12			
13. Statutory employee	14. Other	12b. Code			
Retirement plan		12c. Code			
Third-party sick pay		12d. Code			
15. State NC	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)		
18. Local wages, tips, etc.	19. Local income tax	20. Locality name			

Form W-2 Wage and Tax Statement **2020** Department of the Treasury - Internal Revenue Service

<b>Copy 2—To Be Filed With Employee's State, City, or Local Income Tax Return</b>			OMB No. (b) (4)		
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)			
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)			
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)			
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787					
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)					
7. Social security tips	8. Allocated tips	9.			
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12			
13. Statutory employee	14. Other	12b. Code			
Retirement plan		12c. Code			
Third-party sick pay		12d. Code			
15. State NC	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)		
18. Local wages, tips, etc.	19. Local income tax	20. Locality name			

Form W-2 Wage and Tax Statement **2020** Department of the Treasury - Internal Revenue Service

<b>Copy C—For EMPLOYEE'S RECORDS (See Notice to Employee.)</b> <small>This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.</small>			OMB No. (b) (4)		
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)			
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)			
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)			
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787					
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)					
7. Social security tips	8. Allocated tips	9.			
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12			
13. Statutory employee	14. Other	12b. Code			
Retirement plan		12c. Code			
Third-party sick pay		12d. Code			
15. State NC	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)		
18. Local wages, tips, etc.	19. Local income tax	20. Locality name			

Form W-2 Wage and Tax Statement **2020** Department of the Treasury - Internal Revenue Service

<b>Copy 2—To Be Filed With Employee's State, City, or Local Income Tax Return</b>			OMB No. (b) (4)		
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)			
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)			
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)			
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787					
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)					
7. Social security tips	8. Allocated tips	9.			
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12			
13. Statutory employee	14. Other	12b. Code			
Retirement plan		12c. Code			
Third-party sick pay		12d. Code			
15. State NC	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)		
18. Local wages, tips, etc.	19. Local income tax	20. Locality name			

Form W-2 Wage and Tax Statement **2020** Department of the Treasury - Internal Revenue Service



<b>Copy B—To Be Filed With Employee's FEDERAL Tax Return</b> This information is being furnished to the Internal Revenue Service.		OMB No. (b) (4)	
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)	
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)	
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)	
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787			
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)			
7. Social security tips	8. Allocated tips	9.	
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12 (b) (6), (b) (7)(C)	
13. Statutory employee	14. Other	12b. Code	
Retirement plan		12c. Code	
Third-party sick pay		12d. Code	
15. State NC (b) (4)	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)
18. Local wages, tips, etc.	19. Local income tax	20. Locality name	

Form W-2 Wage and Tax Statement **2020** Department of the Treasury ~ Internal Revenue Service

<b>Copy 2—To Be Filed With Employee's State, City, or Local Income Tax Return</b>		OMB No. (b) (4)	
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)	
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)	
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)	
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787			
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)			
7. Social security tips	8. Allocated tips	9.	
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12 (b) (6), (b) (7)(C)	
13. Statutory employee	14. Other	12b. Code	
Retirement plan		12c. Code	
Third-party sick pay		12d. Code	
15. State NC (b) (4)	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)
18. Local wages, tips, etc.	19. Local income tax	20. Locality name	

Form W-2 Wage and Tax Statement **2020** Department of the Treasury ~ Internal Revenue Service

<b>Copy C—For EMPLOYEE'S RECORDS (See Notice to Employee.)</b> This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this information is false and you fail to report it.		OMB No. (b) (4)	
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)	
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)	
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)	
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787			
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)			
7. Social security tips	8. Allocated tips	9.	
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12 (b) (6), (b) (7)(C)	
13. Statutory employee	14. Other	12b. Code	
Retirement plan		12c. Code	
Third-party sick pay		12d. Code	
15. State NC (b) (4)	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)
18. Local wages, tips, etc.	19. Local income tax	20. Locality name	

Form W-2 Wage and Tax Statement **2020** Department of the Treasury ~ Internal Revenue Service

<b>Copy 2—To Be Filed With Employee's State, City, or Local Income Tax Return</b>		OMB No. (b) (4)	
a. Employee's social security number (b) (6), (b) (7)(C)	1. Wages, tips, other compensation (b) (6), (b) (7)(C)	2. Federal income tax withheld (b) (6), (b) (7)(C)	
b. Employer ID number (EIN) (b) (4)	3. Social security wages (b) (6), (b) (7)(C)	4. Social security tax withheld (b) (6), (b) (7)(C)	
d. Control number (b) (4)	5. Medicare wages and tips (b) (6), (b) (7)(C)	6. Medicare tax withheld (b) (6), (b) (7)(C)	
c. Employer's name, address, and ZIP code No Evil Foods, Inc. 108 Monticello Rd. Suite 2000 Weaverville, NC 28787			
e. Employee's name, address, and ZIP code (b) (6), (b) (7)(C)			
7. Social security tips	8. Allocated tips	9.	
10. Dependent care benefits	11. Nonqualified plans	12a. Code See inst. for Box 12 (b) (6), (b) (7)(C)	
13. Statutory employee	14. Other	12b. Code	
Retirement plan		12c. Code	
Third-party sick pay		12d. Code	
15. State NC (b) (4)	Employer's state ID number (b) (4)	16. State wages, tips, etc. (b) (6), (b) (7)(C)	17. State income tax (b) (6), (b) (7)(C)
18. Local wages, tips, etc.	19. Local income tax	20. Locality name	

Form W-2 Wage and Tax Statement **2020** Department of the Treasury ~ Internal Revenue Service



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 11  
4035 University Pkwy Ste 200  
Winston Salem, NC 27106-3275

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (336)631-5201  
Fax: (336)631-5210

January 8, 2021

LEIGH E. TYSON, ESQUIRE  
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP  
230 PEACHTREE STREET NW, SUITE 2400  
ATLANTA, GA 30303-1557  
[ltyson@constangy.com](mailto:ltyson@constangy.com)

Re: No Evil Foods, Inc.  
Cases 10-CA-259825, 10-CA-260043

Dear Ms. Tyson:

The notice posting period in the above matter will expire on January 22, 2021. On that date or within seven days thereafter, please have a responsible official of the Employer complete the enclosed "Confirmation of 60-Day Posting" form and immediately return it to the Regional Office. Upon confirmation of the posting, full compliance with the affirmative provisions, and no reported violations of the Settlement, I will recommend that the cases be closed on compliance.

Very truly yours,

/s/ Dilirjona Vata

DILIRJONA VATA  
Compliance Assistant

Enclosure



**CONFIRMATION OF 60-DAY POSTING**

**No Evil Foods, Inc.  
Cases 10-CA-259825, 10-CA-260043**

The Notice to Employees provided by the National Labor Relations Board in the above matter remained continuously and conspicuously posted for at least 60 days.

**CHARGED PARTY/RESPONDENT**

By:

Title:

Date:

(b) (6), (b) (7)(C)

01/22/2021